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40	119 0	211 0	484 10	*818 0	*1,167 0
50	124 0	232 0	585 10	*930 10	*1,343 10
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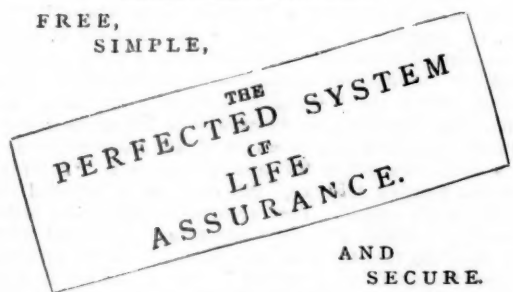
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The Solicitors' Journal and Reporter.

LONDON, JANUARY 18, 1890.

CURRENT TOPICS.

IF THE EARLIER actions in the list of Mr. Justice KEKEWICH are a fair sample of the whole, that list will not be very quickly disposed of. On Thursday his lordship disposed of his first case, which was begun before Christmas, and lasted eight days, and commenced a second, which is likely to last several days, to be followed by a third of similar magnitude.

IT IS UNDERSTOOD that the Superannuation Bill of last session is to be re-introduced into Parliament, and, as the proposed clauses are of a subversive nature, altering Acts which have been in force for years and taking away rights which have long existed, the officials of the legal offices are understood to be taking measures with a view to procuring a modification of the provisions.

WE UNDERSTAND that the position of matters with regard to the call of solicitors to the bar is as follows:—The four inns of court joined in a request to the Council for Legal Education to incorporate in the Consolidated Regulations relating to Calls to the Bar a regulation enabling a solicitor who has been five years in practice, and who has given twelve calendar months' previous notice of his desire to be called to each of the four inns of court and to the Incorporated Law Society, and who produces a certificate from the latter society that he is a fit person to be called to the bar, to be called on passing the Final Bar Examination. This request came before the Council for Legal Education at their meeting on Saturday, when they agreed to the incorporation of a provision to the effect suggested in the Consolidated Regulations, and gave directions for its preparation; and we believe that the revised regulations will shortly be issued. The earliest date at which a solicitor can be called to the bar under the new regulation will be Easter Term, 1891; but the practical effect of the change will be to enable a solicitor to continue in practice up to the time when he changes his branch of the profession.

IF THE STATEMENT which appears in the *Times* is correct, the course which we ventured from the first to indicate as the proper one to be pursued in *Malan v. Young* has at last been adopted. In discussing the question of trial *in camera* (*ante*, p. 42) we said: "The fact is that the compliance of the parties to an extent which, as Lord ELDON said, made the judge merely an arbitrator between them, should have been carried further, and, if it were desired to keep the circumstances of the case private, an arbitration ought to have been decided on in the first instance." It is stated that the parties have now agreed to regard the trial as an arbitration; and we presume the result will be that the case will not be capable of being cited as an authority for the innovation unfortunately sanctioned by Mr. Justice DENMAN, which could not be justified on any ground hitherto recognized by the courts, and which, we have reason to believe, met with as decided disapproval from some of the learned judge's colleagues on the bench as from the Attorney-General in the opinion on the case submitted to him.

IF THE PROVISIONS of the new Anglo-American Extradition Treaty

are correctly summarized in the telegrams which have appeared this week, they constitute a most material extension of the Treaty of 1842. Under that, the crimes in respect of which extradition could be obtained were only murder, assault with intent to commit murder, piracy, arson, robbery, forgery, or the utterance of forged paper. It is stated that the new treaty adds to these attempt or conspiracy to murder, manslaughter, counterfeiting or altering money, uttering counterfeit or altered money, burglary, embezzlement or larceny of any sum or article of the value of 50 dols. and upwards, rape or indecent assault on females, malicious injury to property whereby the life of any person is endangered, criminal scuttling or destroying vessels on the high seas or on the great lakes of North America, or attempting or conspiring to do so, assault on board a vessel on the high seas or on the great lakes with intent to destroy life or do grievous bodily harm. The previous treaty contained no specific exclusion of political offences; but, as the President explained in submitting it to Congress, all political offences had been carefully excluded from its scope. Of course, however, in accordance with section 3 (1) of the Extradition Act 1870, the new treaty expressly provides that crimes of a political character are not to be included in its provisions, and that if a prisoner can prove that the requisition for his surrender has in fact been made with a view to try or punish him for an offence of a political character, he is not to be surrendered. It is diverting to observe that certain other provisions of the new treaty, which are visited by the *Times* with ridicule or censure, are mere reproductions of section 3 of the Act of 1870.

IN THE CASE of *Wood v. Gregory* (43 Ch. D. 82) Mr. Justice NORTH declined to follow the precedent set by Mr. Justice KAY in *Re Stedman* (W. N., 1888, p. 119) and by Mr. Justice CHITTY in *Willis v. Willis* (38 W. R. 7) that in a partition action, as a general rule, an immediate sale would be ordered without the usual inquiry at chambers to ascertain the persons interested in the property. This seems to have been done by Mr. Justice KAY in *Re Stedman* without regard to any special circumstances in the case, and he said generally that the shortest and least expensive way was to prove the title in court in the first instance. For this purpose too strict evidence was not deemed necessary, and an affidavit by a competent person was allowed to be sufficient. The same course was adopted, again without allusion to any special circumstances, by Mr. Justice CHITTY in *Willis v. Willis*. In *Wood v. Gregory*, however, Mr. Justice NORTH declined to accept these as authorities that in all partition actions the title to the property was to be proved in court, instead of an inquiry being directed in chambers, although he allowed that this was a proper course in simple cases, and especially when the value of the property was small. In that case it was estimated at £10,000, and the interests of the parties depended upon a complicated pedigree; consequently the usual inquiry was directed. It would certainly be convenient if, upon a mere matter of practice of this kind, the judges of the Chancery Division could agree upon a uniform rule of procedure.

ON APPLICATION in the Queen's Bench Division for judgment under R. S. C., ord. 14, where the claim is in respect of a dishonoured cheque, refusal by the master is a matter of common occurrence on the ground that the indorsement of claim on the writ of summons (or pleading) does not state that notice of dishonour has been given by the indorser, the plaintiff, to the drawer of the cheque sued upon: we therefore direct attention to the necessity for this requirement being satisfied, in order to avoid the delay and expense of adjournment and amendment which result from this omission. The Bills of Exchange Act, 1882 (sections 73, 29, 47, 48, 39, subsection 4, and definition "Holder," section 2) seems to necessitate notice of dishonour being given in the case of a dishonoured cheque in the same manner as if it were a bill of exchange, except in the case of excuse for such notice being given pursuant to section 50. The omission to give such notice is, however, not a point upon which the master would be called upon to adjudicate, unless raised as a preliminary objection by the defendant, or as ground for defence under ord. 21, r. 2; but the refusal is based upon non-compliance with the form of special indorsement applicable to such cases indicated by form 5 of R. S. C., Appendix C., s. 4, which, in

the instance there given of indorsee claiming against acceptor and drawer of a bill of exchange, concludes, "A statement of the dishonour of which, on presentation, the defendant C. D. [the drawer] had notice." It is the omission of this statement in the indorsement or pleading which is held by the master to constitute a fatal objection to the claim being deemed as "specially indorsed," and if not specially indorsed therefore not within the provisions of order 14. The point has, we are informed, been appealed to different judges in chambers with conflicting results. According to the latest decision, the appeal was dismissed, and the master's decision (requiring statement of notice of dishonour) was upheld as technically correct, some comment being made as to the very technical nature of the grounds which had given rise to the appeal. Considering the present conflict of authority in chambers it would be very satisfactory if the decision of the Divisional Court were obtained; in the meantime it will be advisable to comply with existing requirements as indicated above.

IT IS NOT SURPRISING that the staid Court of Appeal No. 2 should have been moved to mild sarcasm by one of the reasons urged on Monday last in *Bourke v. Davis* in opposition to an application for security for costs of an appeal. The appellant was a person who let out boats for hire on the river Mole, and the result of the trial before Mr. Justice KAY of the action brought against him was to decide that there was no public right of boating on a certain part of that river. In delivering judgment, the learned judge said (38 W. R. 167): "If the defendant is right, he or any other person in England may launch any number of canoes, boats, barges, steam-launches, or the like upon this river, fill it with a crowd of pleasure-seekers, and utterly destroy the privacy of those who have houses on the stream. The use at present made of it by the public is very inconsiderable, and an interference will do very little harm to anyone except to the defendant in his business of letting boats." It was stated that the appellant was an uncertificated bankrupt; and this being so, it would seem to follow that the respondent was entitled to the benefit of the provision with regard to security for costs. But the counsel for the appellant urged that his client was "fighting the cause of the teeming millions who were interested in keeping the rivers open for public recreation," and that "the case was, therefore, taken out of the general rule that an appellant who was insolvent would be compelled to give security for the costs of his appeal." It is a little difficult to follow the reasoning. The poverty of the appellant is a "special circumstance," within rule 15 of order 58, entitling the respondent in the appeal to a certain protection. But if "teeming millions" are concerned in the issue of the case, the poverty of the appellant is no longer a "special circumstance." Why? Because, we suppose, no protection or consideration of any kind should be afforded to anyone who is asserting a right supposed to be opposed to the interests of the "teeming millions." There is nothing in which the "teeming millions" are more keenly interested than in getting the necessities of life at as low a rate as possible; a dwelling is a necessary of life, hence everyone who resists a landlord's action for rent or repairs is "fighting the cause of the teeming millions," and ought to be afforded special advantages in his contest. That argument might meet with the approval of the official *Economist* advocate of the Land Transfer Bill; it would be very much in line with his views with regard to the legal "agricultural labourers." But it did not find favour in the Court of Appeal. Lord Justice CORRIGAN thought that "if the defendant was chivalrous enough to fight the cause of the teeming millions, and they declined to support him, the ordinary rule must apply and he must give security"; and Lord Justice LINDLEY tersely remarked that "if the teeming millions chose to fight under the cloak of an uncertificated bankrupt, they must find the money."

SOME OBSERVATIONS made by Mr. Justice NORTH on Wednesday, in a case of *The Mexican Co v. Maldonado*, are of importance as reminding practitioners of the duty of giving the fullest information to the court when application is made for an *ex parte* injunction. By their writ the plaintiffs claimed an injunction to restrain the defendants from transferring some shares in another company.

The writ was served on the 24th of December, and during the Christmas Vacation an application was made *ex parte* to Mr. Justice DENMAN, who was acting as vacation judge, for an *interim* injunction, and he granted the injunction until the 13th of January. Upon the case coming before Mr. Justice NORTH, on motions by the defendants and the plaintiffs respectively to discharge the order and to continue the injunction until the trial of the action, it appeared that Mr. Justice DENMAN had not been informed, when he granted the injunction, that the defendants had entered an appearance to the writ. Mr. Justice NORTH said that, as a general rule, it was not the practice to grant an *ex parte* injunction after the defendant had appeared to the writ. There were, no doubt, exceptions to this rule in some cases of urgency, such as waste; but there was another rule to which there was no exception—viz., that, if the defendant had appeared to the writ, the judge ought to be informed of that fact. That rule was stated by Lord ELDON in *Harrison v. Cockerell* (3 Mer 1). In that case the plaintiffs, on certificate of bill filed and an allegation that the defendants had not appeared, obtained *ex parte* an injunction, until answer or further order, restraining the defendants, who were the executors and trustees of a will, from collecting and getting in the testator's personal estate, and from selling or disposing of any part of his real estate, or receiving the purchase-money. The defendants afterwards moved to discharge the order, and stated on affidavit that an appearance had in fact been entered for them fourteen days before the *ex parte* order was made. Lord ELDON said, "that, although in cases in the nature of waste, the court will sometimes interfere by injunction upon an *ex parte* application, even after an appearance has been entered for the defendant, yet the fact of his having appeared must be stated; and that in the present case, if the order were allowed to stand, there would be a contradiction on the records of the court. The order was discharged accordingly, with costs." Following this precedent, Mr. Justice NORTH, though he did not actually discharge the *ex parte* order, because it had already expired by effluxion of time, held that the defendants, upon the above ground among others, were entitled to the costs of their motion to discharge in any event.

THE DECISION OF STIRLING, J., in *Re Pyle Works (Limited)*, reported elsewhere, is apparently to be taken to the Court of Appeal, but it is not very clear upon what ground it can be successfully impeached. It has been recognized, ever since the decision of JESSEL, M.R., in *Re Phoenix Bessemer Steel Co.* (44 L. J. Ch. 683), that a company can make a valid mortgage of future calls where a power to do so is expressly conferred upon it by the memorandum or articles of association, and hitherto no distinction has been taken between calls which are made by the directors and those which are made by the liquidator in the winding up. It was contended, however, in the present case, that the mortgagees of calls made by the liquidator cannot claim to take them as against the general creditors of the company, and reliance was placed upon the sections of the Companies Act, 1862, which make provision for the getting in of the assets, including uncalled capital, and the distribution of them *pari passu* among the creditors. It was said that the liability to contribute in the winding up was a new statutory liability; and the judgment of JESSEL, M.R., in *Re Whitehouse* (9 Ch. D. 595) was relied on to shew that its proceeds could not be regarded like the ordinary assets of the company. But this, and other cases that were cited, refer to the right of set-off by contributories—a very different matter; and it seems better, in the present instance, to follow the established principle that the distribution of assets can only take place subject to existing charges upon the property of the company. Thus the matter seems to be brought back to the validity of the mortgages in question, and as to this it does not appear that the occurrence of the winding up can make any difference. They must be admitted to have been good when originally made by the directors, and what was done by them is of course binding upon the liquidators. The creditors, moreover, have no reason to complain, as the mortgages, to affect them, must have been registered under section 43. It may be noticed that, both in *Re Phoenix Bessemer Steel Co.* (*supra*) and *Howard v. Patent Ivory Co.* (38 Ch. D. 156), orders were made in favour of the mortgagees of calls which clearly contemplated that calls were to be made in the winding up.

THE ARBITRATION ACT, 1889.

II.

WE dealt last week with the statutes that have hitherto governed voluntary references to arbitration, whether made out of court or in court, and compulsory references made, of course, in court. The present Act is based upon the distinction between references according as they are made by consent out of court, or, either with or without consent, under an order of court. The first two parts deal in succession with each of these classes, while the third includes various general provisions. This order we shall accordingly follow.

I. *References by consent out of court.*—Section 1 introduces two changes of great importance. It enacts in the first place that a submission, unless a contrary intention is expressed therein, shall be irrevocable except by leave of the court or a judge, and, in the next place, that it shall have the same effect in all respects as if it had been made an order of court. It should be premised that, by section 27, a submission is defined to be a written agreement to submit present or future differences to arbitration, whether an arbitrator is named therein or not. Hitherto, with reference to the revocability of a submission, it has been of vital importance to consider whether it is merely a general agreement to submit to reference matters in dispute, or whether it is a submission to the award of a named arbitrator. In the former case it was decided by the Court of Appeal in *Piercy v. Young* (14 Ch. D. 200) that the agreement could not be revoked, but it has never been doubted that, apart from modern statutory changes, the reverse holds good with regard to a reference to a particular arbitrator. He is not a judge, but merely the agent of the party appointing him, and, whether appointed in court or out of court, his authority could be revoked at any time before he made his award. A flagrant instance of this occurred in *Green v. Pols* (6 Bing. 443), where a reference had been made under an order at *Nisi Prius*, and one of the parties revoked, under circumstances savouring strongly of *mala fides*, just as the arbitrator was about to make his award. Nevertheless, TINDAL, C.J., held that the court had no power to prevent such a proceeding. It was the same too even after the passing of 9 Will. 3, c. 15, under which submissions containing an agreement to that effect might be made rules of court, although, in cases where the statute applied, the party revoking thereby became liable to be attached for contempt. We have already noticed the change in this respect which was introduced by 3 & 4 Will. 4, c. 42, s. 39, by which when the arbitrator was appointed in court, or by a submission containing an agreement that it might be made a rule of court, his authority could not be revoked without leave of a court or judge. This was, of course, drafted with reference to 9 Will. 3, c. 15, and when, under section 17 of the Common Law Procedure Act, 1854, it became no longer necessary to incorporate in the submission an express agreement that it should be made a rule of court, but the mere absence of a contrary intention was sufficient to enable this to be done, provision should have been made to extend also the irrevocability of submissions to all those in which no such contrary intention was expressed. This was pointed out in *Mills v. Bayley* (2 H. & C. 36), where it was decided that the 3 & 4 Will. 4, c. 42, s. 39, had not been extended by the Common Law Procedure Act, and that submissions containing no express agreement that they might be made rules of court were still revocable. A similar decision was given more recently in *Re Rouse & Meier* (L. R. 6 C. P. 212). The necessary change, however, has been made by the present Act, and provided the submission is in writing, and that no contrary intention is expressed therein, it is now in all cases irrevocable except by leave of the court or a judge.

The latter part of section 1, too, introduces a change of considerable importance, and carries section 17 of the Common Law Procedure Act, 1854, one step further. Under that, as we have just seen, any submission in writing, unless the contrary was expressed, might be made a rule of court. Under the present Act any such submission has the same effect in all respects as if it had actually been made an order of court, and consequently, without the proceedings hitherto necessary for the purpose, the award, immediately upon being made, can be either summarily enforced by attachment, or steps may be taken to set it aside.

Section 2 introduces into all submissions, unless a contrary

intention is expressed therein, the provisions set forth in the 1st schedule so far as they are applicable to the reference in question. Several of these are simply reproductions of repealed enactments, while others have been hitherto usually inserted in submissions. They commence with a provision that, if no other mode of reference is provided, the reference shall be to a single arbitrator. The most natural and least expensive system of arbitration is thus taken as the normal one, and possibly the course thus prescribed may lead to the less frequent adoption of the system of reference to two arbitrators, followed almost necessarily by a second reference to an umpire. Clause (b) of the schedule gives in a shortened form section 14, and clauses (c) and (d) give part of section 15 of the Common Law Procedure Act, 1854. The first provides that where there are two arbitrators they may appoint an umpire at any time within the period during which they may make an award. Clause (c) refers to the time within which the award is to be made, and this must be done within three months after the arbitrators have entered on the reference or after they have been called upon by any of the parties to act. So far the old law is followed, but the enlargement of this time, which formerly depended on the consent of the parties given in writing, is now intrusted to the arbitrators themselves. The next part of section 15 of the Common Law Procedure Act refers to the power of the court to enlarge the time, and this is more suitably contained in the Act itself than in the schedule. Thus, by section 9, the time for making an award may from time to time be enlarged by order of the court or a judge, and that whether the time for making the award has expired or not. The old provision, however, that the enlargement shall be for one month, unless a different time is specified in the order, was omitted in the Act, but has now been re-enacted by the new rules of December, 1889, as ord. 64, r. 14a. Clause (d) reproduces the latter part of the section in question, and provides that the umpire may enter on the reference so soon as the arbitrators have allowed their time, or extended time, to expire without making an award, or have delivered to any of the parties, or to the umpire, a notice that they cannot agree. Clause (e) is a corollary to this, and allows the umpire, for making his award, one month from the date when the original or extended time of the arbitrators has expired, though he is empowered to extend this from time to time. Clause (f) provides, so far as the parties are concerned, for the examination of themselves and all persons claiming through them, and for the production of documents, while clause (g) authorizes the examination of witnesses generally on oath. The power of the arbitrators and of the courts over witnesses is regulated by the Act itself. Under clause (h) the award is to be final, and this, combined with the provision of section 1 that all submissions are to have the effect of orders of court, reproduces a similar provision contained in 9 Will. 3, c. 15, s. 1. Clause (i), the last in the schedule, relates to costs, and introduces an important change. Hitherto the arbitrator has had no power to award costs of the reference and award unless this is expressly conferred upon him by the submission. Now the presumption will be the other way, and, in the absence of a contrary intention appearing, the arbitrators have power over both the payment and the amount of the costs, and may also direct them to be paid as between solicitor and client. The general result of the provisions of the schedule appears to be to render the insertion of special clauses in the submission unnecessary, unless, indeed, it be desired to exclude the operation of any of the statutory ones.

The remainder of Part I. relates chiefly to the appointment and power of arbitrators and to the remitting, setting aside, and enforcing of the award. To a large extent it is taken up with the re-enactment of portions of the repealed Acts. Section 3 continues the provision of section 11 of the Judicature Act, 1884, under which references may be made to official referees, and the procedure before them is regulated by the rules of December, 1889. Thus ord. 36, r. 52a, directs that rules 49 to 52 of that order shall apply where any cause or matter or any question or issue of fact is referred to an official referee, and he will therefore, apart from committals for contempt, have practically the same powers over the reference as a judge has over a trial. Section 4 reproduces the provision of section 11 of the Common Law Procedure Act, 1854, under which any party to a submission could obtain a stay of legal proceedings. Sections 5 and 6 are substantial re-enactments of sections 12 and 13 of that Act, under which the court might in certain cases appoint an arbitrator, or the parties themselves might supply a

vacancy due either to failure of an appointed arbitrator to act or of the other side to appoint. Section 7 deals specifically with the powers of the arbitrator. Clause (a) gives him the power of 3 & 4 Will. 4, c. 42, s. 41, to examine witnesses on oath, and clause (b) enables him, as under section 5 of the Common Law Procedure Act, 1854, to state his award, either wholly or in part, as a special case for the opinion of the court. Clause (c) is new, and introduces an important change. It has long been settled that an arbitrator cannot make any alteration in an award, even though it be merely the correction of an accidental error. Now he is empowered to "correct in an award any clerical mistake or error arising from any accidental slip or omission." In addition to this the general control of the reference, vested, by ord. 36, rr. 48 to 52, in official referees, is by the rules of December, 1889, ord. 36, r. 55c, conferred upon arbitrators in references out of court, with the exception that they are not bound to sit *de die in diem* as provided by rule 48.

Section 8 enlarges in a useful manner the power of compelling the attendance of witnesses and the production of documents by giving any party the right of suing out a writ of *subpoena ad testificandum* or a writ of *subpoena duces tecum*, and this must be read in connection with section 18, sub-section (1) of which empowers the court or a judge to order these writs to issue to compel the attendance before an official or special referee, or before any arbitrator or umpire, of a witness wherever he may be within the United Kingdom. Sub-section (2) further directs that prisoners may be brought up for examination on a writ of *habeas corpus*. These provisions put witnesses in references on the footing of those in ordinary trials, and take the place of section 40 of 3 & 4 Will. 4, c. 42, under which the court or a judge might issue orders for the attendance of particular witnesses or the production of particular documents.

SEPARATE ESTATE OF MARRIED WOMEN.

II.

It is to be noticed that, though the statutes we stated last week specify with much elaboration what shall be considered separate estate, they do not either of them contain any definition of the phrase. Without attempting to supply this deficiency, it may nevertheless be useful to mention that separate estate is of two kinds—namely, one subject to restraint on anticipation, and the other not so subject (*per* FRY, L.J., in *Asford v. Reid*, 37 W. R., at p. 292, 22 Q. B. D. 548). First, as regards the former kind of separate estate. The restraint on anticipation, it is to be noticed, may apply to capital as well as income (*Re Grey's Settlements*, 35 W. R. 560, 34 Ch. D. 712). Separate property, however, which is subject to such restraint, whether such property consist of income or *corpus*, can only be made available for the payment of the ante-nuptial debts of a married woman, it being provided by section 19 of the Married Women's Property Act, 1882, that "no restriction against anticipation contained in any settlement or agreement for a settlement of a woman's own property to be made or entered into by herself shall have any greater force or validity against debts contracted by her before marriage, and no settlement or agreement for a settlement shall have any greater force or validity against creditors of such woman, than a like settlement or agreement for a settlement made or entered into by a man would have against his creditors": see *Sanger v. Sanger* (19 W. R. 792, L. R. 11 Eq. 470), *London and Provincial Bank v. Bogle* (26 W. R. 573), *Asford v. Reid* (37 W. R. 291), *Re Hedgley*, *Small v. Hedgley* (35 W. R. 472). Execution, however, cannot issue against property settled before the commencement of the Act to the separate use of a married woman without power of anticipation, as section 19, so far as it affects the validity of a settlement as against the creditors of a married woman, is not retrospective: *Smith v. Whitlock* (34 W. R. 414). Except, then, to satisfy her ante-nuptial debts, a married woman's separate estate, which she is restrained from anticipating, cannot, by any device whatever (*Stanley v. Stanley*, 26 W. R. 310, 7 Ch. D. 589), be made liable for the payment of any debts contracted by her during coverture, though, with the married woman's consent, and where her life estate is not subject to forfeiture on alienation (*Re Jordan*, *Kino v. Picard*, 34 W. R. 270), the restraint on anticipation may be removed for payment of

her debts under the provisions of section 39 of the Conveyancing Act, 1881: *Hodges v. Hodges* (30 W. R. 483, 20 Ch. D. 749), *Re Glanville, Ellis v. Johnson* (31 Ch. D. 532). Moreover, trustees against whom a married woman has improperly taken proceedings may, in the discretion of the court, be allowed to retain their costs of the proceedings out of the married woman's income, notwithstanding the restraint upon anticipation (*Re Andrews, Edwards v. Dewar*, 34 W. R. 62, 30 Ch. D. 159). It seems to be somewhat of a moot point whether moneys actually in the hands of a married woman, but derived from an income which she is restrained from anticipating, can be reached by her creditors (*Galmoye v. Brown*, 33 SOLICITORS' JOURNAL, 659, 670; *Ellis v. Johnson*, 34 W. R. 309, 31 Ch. D. 531; *Duncan v. Cashin*, 22 W. R. 561, L. R. 10 C. P. 554; *Butler v. Campston*, 17 W. R. 24, L. R. 7 Eq. 16); but, at all events, the receipt by her, since the date of a judgment recovered against her, of the income of separate estate which is subject to a restraint on anticipation, cannot be regarded as evidence of her ability to pay within the meaning of section 5 of the Debtors Act, 1869 (*Draycott v. Harrison*, 34 W. R. 546, 17 Q. B. D. 147; *Morgan v. Eyre*, 20 L. R. Ir. 541); and moneys in the hands of the trustees of a married woman, forming part of her separate income (under a will containing a clause against anticipation), and which moneys accrued since judgment, cannot be taken in execution (*Chapman v. Biggs*, 11 Q. B. D. 27); for execution must, in all cases, be limited to such separate estate as the married woman is not restrained from anticipating, unless such restraint exists under any settlement or agreement for a settlement of her own property made or entered into by herself (*Bursill v. Tanner*, 32 W. R. 827, 13 Q. B. D. 691); the last proviso being intended to meet the case of any fraudulent settlement or agreement made by the married woman herself to defeat her creditors (*Ibid.*).

Secondly, as regards separate estate which is not subject to any restraint on anticipation. It seems that, to make the separate estate of a married woman available for the payment of her debts, it must be of such a character that she might reasonably be deemed to have contracted with respect thereto, and that the onus is upon the plaintiff to show that the defendant was possessed of such estate (*Leake v. Driffield*, ante, p. 47, W. N., 1889, 197, 198), though, by section 1, sub-section 3, of the Married Women's Property Act, 1882, it is expressly provided that "every contract entered into by a married woman shall be deemed to be a contract entered into by her with respect to and to bind her separate estate, unless the contrary be shown": see *Harrison v. Harrison* (36 W. R. 748, 13 P. D. 180, 184, 185). In accordance with these principles it has been held in a very recent case of *Southern Counties Deposit Bank v. Farquhar*, which we report elsewhere, that judgment against a married woman under ord. 14 shall not be given unless the plaintiff prove affirmatively that the defendant had, at the time of making the contract sought to be enforced, separate estate of such a nature as to raise the presumption that she intended to bind it; and that the mere allegation in the writ that the married woman had separate estate is not sufficient to throw upon the defendant the onus of disproving that statement. Apparently, therefore, the old rule which prevailed in equity with regard to the separate estate of married women is still operative—namely, that, though her separate estate is bound by her debts, obligations, and engagements contracted by herself upon the credit of that estate, the question whether she did so contract must depend upon the facts and circumstances of each particular estate: *Re Leeds Banking Co., Mrs. Matthewman's case* (15 W. R. 146), *Johnson v. Gallagher* (9 W. R. 506, 3 De G. F. & J. 494).

It has recently been held that the clothing of a married woman does not constitute separate estate which she can be deemed to have contracted with respect to: *Leake v. Driffield* (*ubi supra*). To have held otherwise would have had the effect of making all contracts entered into by a married woman binding upon her, as, in every case, she would have been deemed to have something belonging to her to which her contracts would attach. Such a result would have been wholly inconsistent with what had already been decided in *Re Shakespeare, Deakin v. Lakin* (*ubi supra*), to which reference has already been made in these articles. Gifts by a husband to his wife, or by third persons, are the separate estate of the married woman—as, for instance, wedding presents: *Ex parte Pannell, Re Jameson* (37 W. R.

464). As regards bequests to a husband and wife and a third person, the old rule of construction, whereby the husband and wife took only a moiety between them, has not been displaced by the Married Women's Property Act, 1882 (*Re Jupp, Jupp v. Buckwell*, 36 W. R. 712, 39 Ch. D. 148); but in such a case the wife now takes her quarter of the entire bequest as her separate estate (*Ib.*). As regards property to which a woman married before the passing of the Married Women's Property Act, 1882, has acquired a contingent title before the Act, it does not become her separate property by its falling into possession after the 1st of January, 1883: *Reid v. Reid* (34 W. R. 332, 31 Ch. D. 402), *Re Hobson, Webster v. Rickards* (34 W. R. 195), *Re Tucker* (33 W. R. 932), *Re Adams' Trusts* (33 W. R. 834), *Ex parte McCormack, Re Tench's Trusts* (15 L. R. Ir. 406), *Re Beaupre Trusts* (21 L. R. Ir. 397), overruling *Baynton v. Collins* (33 W. R. 41).

All moneys earned by a married woman's own individual exertions and skill have, since the Married Women's Property Act, 1870, become as much her own property as if they were settled to her separate use; and whatever is bought by her with that money is also held to be her property as against her husband as if settled to her separate use: *per BRETT, M.R.*, in *Weldon v. De Bathe* (33 W. R. 328, 14 Q. B. D., at p. 342). Thus, a house bought by a married woman out of her own earnings is her separate and exclusive property: *Weldon v. De Bathe* (*ubi supra*); and see *Symonds v. Hallatt* (32 W. R. 103, 24 Ch. D. 346). The savings, too, of a married woman out of her separate income are, like the income itself, her separate estate: *Duncan v. Cashin* (22 W. R. 561, 10 C. P. 554). Moreover, though all savings of a married woman out of money given to her by her husband for household purposes, when they are living together, are the property of her husband, on the other hand, when a husband makes an allowance to his wife, who is living separate from him with his consent, whatever she may save out of such allowance, and whatever she may purchase therewith, forms part of her separate estate: *Brooke v. Brooke* (25 Beav. 342), *Lady Tyrrel's case* (Freem. 304), *Re Goods of Kays* (26 W. R. 770, 3 P. D. 76, 83, 84, C. A.). Again, an annuity payable to a married woman under a separation deed is, it seems, her separate estate (*Collett v. Dickenson*, 11 Ch. D. 687), and a pension due to a widow out of the East India Co.'s Fund, under a trust deed which provided that any such pension should be paid for the maintenance of widows and children, and that any recipient of a pension who should dispose of or incur it should lose all right thereto, was, even prior to the Married Women's Property Act, 1882, held to be separate estate, and, therefore, free from the control of any future husband of the widow: *Re Peacock's Trusts* (27 W. R. 500, 10 Ch. D. 490).

By section 4 of the Married Women's Property Act, 1882, property over which a married woman has a general power of appointment by will is, on the execution of the power, rendered liable for her debts and other liabilities in the same manner as her separate estate is made liable under the Act. Until execution, however, a married woman's general power of appointment is not her separate property, nor, indeed, is it property at all: *per ESHER, M.R.*, in *Ex parte Gilchrist, Re Armstrong* (34 W. R. 709, 17 Q. B. D., at p. 526). But see *Hulme v. Tenant* (W. & T. L. C. Eq., 8th ed., pp. 536, 568), *per TURNER, L.J.*, in *Johnson v. Gallagher* (3 De F. & J., at p. 516), *per JAMES, L.J.*, in *London Chartered Bank of Australasia v. Lemprière* (21 W. R. 513, 4 P. C. 572, 590), *Heatley v. Thomas* (15 Ves. 596), *Mayd v. Field* (24 W. R. 660, 3 Ch. D. 587), *Re Harvey's Estate, Godfrey v. Harben* (13 Ch. D. 216); but see *per KAY, J.*, in *Re Roper, Roper v. Doncaster* (36 W. R. 750, 39 Ch. D., at p. 488), *Vaughan v. Vandenberg* (2 W. R. 642, 2 Drew. 165, 363), *Hobday v. Peters* (28 Beav. 354), *Blatchford v. Woolley* (2 Dr. & Sm. 204), *Shattock v. Shattock* (14 W. R. 600, 3 Eq. 182).

A VERY PROMISING COMPANY.

"It appears to be now settled," says a correspondent, "by the example of leading members of our profession that the formation of companies, consisting mainly of lawyers, to carry on divers classes of business, is desirable. But the companies hitherto formed appear to me to have been aimed too exclusively at mere commercial success, and to have proceeded too much on the well-worn lines of non-lawyer

companies. Now, Sir, if we are to have lawyer companies, let us have such as will be of real benefit to the more deserving members of the profession—companies which will combine benevolence with business, 'a hand open as day for melting charity,' with a hand grasping calls from the public. I trust you will be able to lay before your readers the enclosed prospectus of such a company. I may add that, at a preliminary meeting of promoters (referred to in the prospectus as "a few thoughtful lawyers") held some months ago, the proposals were received with much enthusiasm. I regret to say, however, that this enthusiasm has not yet enabled us to proceed to allotment."

Private and confidential.]

THE BARRISTERS AND SOLICITORS' TRUST, LOAN, AND INVESTMENT CORPORATION (LIMITED).

Prospectus.

The principle of trusts has now become too firmly established to render it necessary either to explain its meaning or dwell on its advantages. By spreading investments over a sufficiently wide area of insufficient securities, losses are mathematically equalized, and the loser may be confidently expected to survey the result with feelings of chastened resignation, if not of actual joy.

It has occurred to a few thoughtful lawyers that their great profession should not be behindhand in the race for wealth at the expense of the community, and may add to their scanty professional earnings by a judicious application of the prevalent system of trusts to their relations with the British public.

The operations of the Trust will consist of receiving money from the public by way of subscriptions for share capital and debentures of the Trust, and investing it on unsecured loans and gifts to any members of the legal profession who may happen to be in difficulties. From the number of promises of support already received privately from members of the profession willing to receive loans and gifts, it is confidently believed that a very large field exists for the operations of the trust, and that it will supply a long-felt want.

The directors will be guided by considerations of personal friendship, and in a lesser degree by the circumstances of each case, in fixing the rate of interest on loans granted by the Trust, but as it is desired to build up a substantial reserve and to create a solid rather than a dazzling success, it is proposed to limit the maximum rate to 1½ per cent.

Gifts will, naturally, not carry any interest, but a carefully-drawn form of receipt, settled by one of the conveyancing counsel of the court, will be taken on each transaction, and the signature of the recipient will be required to be witnessed by a notary public, and also by a commissioner to administer oaths. The latter will be expected to investigate the matter in its minutest details, at a cost to the Trust of one shilling and sixpence only.

Special care will be taken that loans shall not bear too great a proportion to gifts.

As the funds of the Trust will gradually sink of their own accord, the whole capital may be regarded in the light of a Sinking Fund; a special, and indeed unexampled, feature of the enterprise which speaks volumes for the soundness of the scheme, and cannot fail to attract the public in their thousands—of pounds.

The following figures show results which the directors confidently believe will be largely exceeded:—

Receipts.

Interest on loans is estimated to produce	£250
Add spontaneous offerings and miscellaneous sources of income	5

Total £255

Expenditure.

Directors' fees after the first year	£15,000
Office expenses, salaries, &c.	17,550
Gifts and bad debts	23,000

Total £55,550

Deducting this sum of £55,550 from £255, there remains a sum of no less than £55,295 available, if and when received, for dividends.

As a subsidiary branch of the company's business, a matrimonial agency will be established, in which some eminent member of the profession will perform the introductions and take down the necessary particulars. In selecting the occupant of this important post the directors will give the preference to the possessor of a patriarchal appearance combined with winning ways. A prominent solicitor, hitherto disappointed in love, has already sent in an application for the hand and heart of any young woman of not less than eighteen or more than twenty-five years of age, with a good figure, blue eyes, small hands and feet, an affectionate disposition, and not less than £1,500 a year.

It is well known that a gentleman, when struck off the rolls, occasionally has a difficulty in finding another solicitor in whose name he may continue in active practice, and, again, often has to pay exorbitantly for this trifling convenience. This is felt by the

directors to suggest another field of operations, and they propose tentatively to open a registry office, at which for a small fee any gentleman deprived of his practising certificate may be brought into contact with other persons willing to afford the necessary convenience.

The only contract entered into has been mislaid. Anyone who asks to see it will not be allowed to do so, and will then be deemed to have the fullest notice of its contents, and to be more or less personally responsible for everything in it.

It is generally understood that the scheme will meet with unqualified approval from the judicial bench, and it is anticipated that one learned judge, widely celebrated for his unfailing urbanity to the profession, will kindly consent to allow the directors to publish the following certificate, though upon the condition of not disclosing his name.

"I consider it a most admirable and necessary scheme, and I cannot conceive of any better plan for shewing up solicitors in all their naked enormity and scandalous way of carrying on. I shall always require it to be used in equity for coming into court with clean hands, and shall not be happy till I get it."

The liquidation of the company will, at the proper time, be placed in the hands of eminent firms of solicitors and accountants who have already made applications, and have volunteered to share their fees with the directors. The directors consider this an excellent arrangement, and one which cannot fail to be very beneficial to them.

Forms of application for shares may be obtained of any of the registrars, chancery chief clerks, associates, or ushers of the High Court, and a few spare copies have been placed in the refreshment rooms of the Royal Courts of Justice and with the apple-woman at the front entrance of that noble pile.

T.

REVIEWS.

THE LAW QUARTERLY.

THE LAW QUARTERLY REVIEW. Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. January, 1890. Stevens & Sons (Limited).

The current number of the *Law Quarterly Review* opens with an interesting article by Professor Dicey on "Private International Law as a Branch of the Law of England." It deals, first, with the nature of the subject, and, secondly, with the method proper for its treatment, reserving apparently for a future occasion the general principles which underlie its rules or maxims. Under the first head attention is drawn to the mistake of supposing that in the decision of matters involving a foreign element there is any real conflict of laws. In point of fact it is merely a choice of the system of law suitable to the case, and the law of England, properly understood, includes not only the strictly local law of this country, but also the rules adopted by the courts for determining what law shall be applied when foreign elements are present. Hence it follows that the enforcement of foreign law, or, as the writer would prefer to put it, the enforcement of rights acquired under foreign law, depends not at all upon reasons of comity, but "flows from the impossibility of otherwise determining whole classes of cases without gross inconvenience and injustice to litigants, whether natives or foreigners." Naturally, after this, objection is taken to the name private international law. This ought, in strictness, to mean "a private species of the body of rules which prevails between one nation and another," but, as a matter of fact, of course it concerns matters in dispute between individuals. Prof. Dicey suggests that the most accurate description of the subject would be the "extra-territorial effect of law" or, better, the "extra-territorial recognition of right," but he admits that this is a description, not a name, and it is rarely possible to alter, on mere grounds of strict accuracy, a name which has once found general acceptance. The discussion of the proper method of treating the subject turns upon the radical distinction between the theoretical method adopted, as might be expected, by continental writers, and the positive method preferred by those who are imbued with the traditions of the English law. The former, of course, becomes perfectly legitimate when it starts from the rules actually recognized in different countries, and simply tries to determine the fundamental principles by which they may be explained and harmonized; but the latter is the only reliable one when an opinion has to be given as to what an English court may be expected to do.

Two articles, one by Professor Maitland and the other by Mr. Challis, touch upon matters of antiquarian interest. The former deals with remainders after conditional fees, and several early settlements are cited to show that such remainders were common before the statute *De Donis*, and that, contrary to an opinion expressed by Mr. Challis in his work on "Real Property" (p. 64), Brac-

ton's statement of their possibility was correct. Mr. Challis, taking up the question "Are leaseholds tenements?" deals firmly, though sorrowfully, with the heresies which he considers to have been previously expressed in the Review by "H. W. E." Relying upon the definition that a tenement is "whatever is intailable under the statute *De Donis*," he answers the question emphatically in the negative, though as to the phrase "leasehold tenure" he will suffer those to use it whose consciences permit them to do so.

Of more practical interest is an article by Mr. R. Watson Evans on the Trustee Act, 1888, which will be found to sum up in a useful manner the important changes in the law which have been thereby made. Attention may well be directed to an eminently readable paper by Mr. J. W. Salmond, on "The Superiority of Written Evidence." It examines into the meaning and consequences of the principle that matter of writing is higher than matter of averment, and shows how various doctrines of law have been derived from it; in particular, the rules that a deed cannot be released or altered except by deed, and that parol evidence cannot be admitted to qualify the effect of written instruments. He points out, too, how estoppel by deed, which was originally meant to establish the truth, soon became a recognized means of shutting it out, though in the present day the courts can hardly be relied upon to give it this effect. The modern doctrine of estoppel by conduct depends, of course, upon quite different considerations. In an article on *Derry v. Peek* Sir W. R. Anson, in opposition to the opinion previously expressed by the editor, upholds the law as now established by the House of Lords, though he thinks that on the facts they were wrong. Sir Arthur Lyall, writing on the Indore Penal Code, shews the manner in which native lawyers adapt the codes which we have supplied to their own ideas. The method of illustrating the rules by concrete examples seems to have been carried to curious lengths. It is interesting to note, from an article by Mr. Malcolm McLraith on "The French Schools of Law" that in France all lawyers, whatever may be their future course, go through the same preliminary training. Doubtless it will be the same here when at length we get anything that can be called organized training at all. With respect to the right of aliens to enter British territory, Mr. W. F. Craies shews that the Crown has no prerogative to interfere with it, and that the provisions of the Legislature on the subject are of very restricted application. The matter is becoming important with reference to the alleged delegation of such a prerogative of the Crown to colonial governors, and the possibility of this has been recently negatived by a majority of the Supreme Court of Victoria, in which colony the governor had claimed the right to exclude Chinese. The number concludes with the usual notes on current cases, which are always good reading.

STATUTES.

THE STATUTES. SECOND REVISED EDITION. Vol. 2, 1714—1800. Vol. 3, 1801—1814. By Authority. Her Majesty's Stationery Office.

This handy and convenient edition of the statutes is produced at a price which should bring it within the reach of every practitioner. It is not only printed in excellent type, but it supplies what has been long felt as a want on the larger edition—viz., an index of subjects at the end of each volume. It has been a great weariness to hunt through the chronological table at the commencement of the volume for the chapter of a statute. The headings of the new indexes are printed in type of marvellous clearness and boldness. We wish law publishers in general would take a pattern from them; it is not so much large type as thick type which is required to render the headings easily discernable, yet we very rarely see thick type used.

THE PRACTICAL STATUTES OF THE SESSION 1889 (52 & 53 VICT.); WITH INTRODUCTIONS, NOTES, TABLES OF STATUTES REPEALED AND SUBJECTS ALTERED, AND A COPIOUS INDEX. Edited by WILLIAM PATERSON, Judge of County Courts, and JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

This volume, like those previously issued in the series, will be found to be a very convenient depository of the legislation of last session. Its chief object is to give in clear and compact form the principal statutes, and the reading of these is facilitated by cross-references and by references to previous Acts *in pari materid*. Some practical notes on the construction of the statutes are also added, and the more important ones are prefaced with a lucid statement of the previous state of the law, and the changes made therein. The editors have not unnaturally found difficulty with the Prevention of Cruelty to, and Protection of, Children Act, which they characterize as an extraordinary example of loose and confused drafting. As there appears to be a wide-spread desire to put it in force, we shall, probably, soon be having some severe criticism of the language of its provisions from the bench. Not a few startling grammatical errors are pointed out in the notes. No comment is given on the Com-

missioners for Oaths Act so as to shew its effect upon the previous law, but this appears to be a solitary omission; so far, that is, as the important statutes are concerned, and in general the book bears marks of careful and judicious compilation, and will be found convenient and accurate in practical use.

THE STATUTES OF PRACTICAL UTILITY IN THE CIVIL AND CRIMINAL ADMINISTRATION OF JUSTICE PASSED IN 52 & 53 VICT. (1889), ALPHABETICALLY ARRANGED, WITH NOTES THEREON, AND A COPIOUS INDEX. By J. M. LELY, Esq., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Forty-three out of the seventy-six statutes passed last session are given in this volume, and upon many of them the mode of annotation adopted by the editor is very helpful. Thus, with regard to the Interpretation Act, the sources of the various clauses are carefully ascertained and stated, and the same process is usefully applied to the Arbitration Act and the other consolidating Acts of last session. The Regulation of Railways Act is elaborately annotated, and generally, so far as our investigations have gone, we have found no falling off in the industry which characterizes this continuation of Chitty's Statutes.

CORRESPONDENCE.

THE COUNTY COURT ACT, 1888.

[To the Editor of the Solicitors' Journal.]

Sir,—The plaintiffs in a county court action obtained a judgment, and on or about the 12th of September, 1889, issued execution, but as the defendant resides out of the jurisdiction of the court in which the action was commenced, the warrant was duly forwarded to the proper county court. On or about the 25th of September, 1889, the high bailiff of the foreign court sent the plaintiffs notice to the effect that the warrant had not been completely executed, for the reason that the defendant had no goods or chattels on which he could levy by reason of a bill of sale having been granted by the defendant to his wife a week before the execution was issued, but the premises on which the goods were found belonged to the defendant, and his wife lived with him.

The plaintiffs then gave the bailiff notice of their intention to dispute the validity of the bill of sale, and requested him to take the necessary steps to bring the issue before the court. The bailiff replied, stating that he had made no levy upon the defendant's goods and did not intend to do so, owing to the bill of sale, and, as he persisted in his refusal, application was made to the judge, on motion, for an order directing the bailiff to interplead and carry out the order of the court made by the registrar under section 158 of the County Court Act, 1888. By section 35 of the County Court Act, 1888, the high bailiff is bound to conform to the orders and direction of the judge, and the judge was asked to exercise his jurisdiction under this section. Having regard to the powers of the judge to commit for contempt, it is presumed that the bailiff would have complied with any direction the judge might have given him.

The judge, however, declined to make any order, on the ground that the sections of the Act relating to interpleader did not apply, as the bailiff had not levied, and that the plaintiffs had their remedy under section 49 of the County Court Act, 1888. The plaintiffs contended that that section of the Act gave them no relief, as it could not be said that the bailiff, by neglect, connivance, or omission, lost the opportunity of levying the execution; he refuses to levy, and moreover it would appear that the section was meant to apply when a bailiff, through his negligence, had allowed the defendant's goods to escape out of his jurisdiction. Under the 49th section the plaintiffs will have to prove their damage, and unless they could shew that the bill of sale was bad, they could not succeed. By interpleader a claimant has to prove his title to the goods, and can be subjected to an examination by way of interrogatories before the issue is tried. Under the above section the plaintiff is deprived of this right.

It may be said that the plaintiffs can apply to the High Court for a *mandamus* to the judge or bailiff, but it appears to be doubtful whether the court would interfere if the plaintiffs had any other remedy.

Then, again, it might be contended that proceedings could be taken against the bailiff for a false return, because the law presumes that goods in the apparent possession of a defendant are his own until the contrary is proved.

This is a very important point, and worth the consideration of the profession, as I hardly think the Legislature ever contemplated a bailiff taking upon himself to decide the validity of a bill of sale or other claims made to goods upon which he is directed to levy, especially as the interpleader sections were framed for his protection

in the event of claimants being successful in establishing their title to such goods.

W. WILD.

THE MIDDLESEX REGISTRY.

[To the Editor of the Solicitors' Journal.]

Sir,—The publicity given to my letters has brought me numerous communications from London practitioners, both as to the attitude of the registry officials where the applicant shelters himself behind the decisions obtained by me or the new statutory authority confirming such decisions, and the taking still of a higher fee than the judicially-pronounced proper one. To meet this, and the not keeping the office open as long as the Act prescribes. I have given notice that, at the coming meeting of the Incorporated Law Society, I shall move a recommendation to the council.

Life is too short for me individually to engage in any fresh litigation with the registry, but I learn from a solicitor of the highest standing that, prior to my movements, the officials allowed him to use the so-called private lexicographical index at half a crown per transaction, but later on the fee was raised to half a crown per name; the solicitor in question having paid the almost incredible sum of 17s. 6d in one case (where seven vendors joined) for searching this "private" book!

The Act says 1s. for every "search," not every "name." I myself, like other persons whose time is money, use the lexicographical index, but I wholly object to pay 150 per cent. more for searching an improved "private" book merely because no improvement is made in the public book. The veriest tyro knows that the latter would have been altered and classified long ago under ordinary circumstances, owing to the growth of business.

What would the profession think if the index kept at the Judgment Registry Office (where the officials adopt the lexicographical principle) had been dubbed "private," or what should we say if the Writ Department were to take to forming a private index and doubling or trebling the statutory fee? Surely it is time that this quasi-private interest in the receipt of fees at a public office (involving at least 30,000 transactions annually) should be bought up or otherwise put an end to?

FRANCIS K. MUNTON.

City, Jan. 14.

DESIGNATION OF COMMISSIONERS FOR OATHS.

[To the Editor of the Solicitors' Journal.]

Sir,—In the very full and favourable review of my book on Oaths and Affirmations which you were good enough to give in your last issue, you pointed out that, while I have stated in my book that the proper designation of a commissioner in future will be simply "A Commissioner for Oaths," I have not specifically said what will be the designation of existing commissioners of the Supreme Court appointed prior to the 1st of January, 1890, when the Commissioners for Oaths Act came into operation.

It is hardly safe at the present time to lay down any absolute rule on the point you have raised, but the following remarks may, perhaps, be of service to those of your readers who are commissioners of the Supreme Court.

As a matter of opinion, it seems to me clear that commissioners of the Supreme Court appointed prior to the 1st of January ought in future to adopt the same designation as commissioners appointed since that date under the Commissioners for Oaths Act, 1889—viz., "A Commissioner for Oaths"; or, if the document sworn to or attested is for use out of England, "A Commissioner for Oaths in England."

Section 13 of the Commissioners for Oaths Act contains sufficient authority for making this change. That section enacts that a commissioner authorized before the commencement of the Act to administer oaths in the Supreme Court shall be deemed to be a commissioner within the meaning of the Act. The evident intention of the Act is to introduce complete uniformity into the system under which commissioners are appointed and their powers exercised. Although there is no direct enactment as to uniformity of designation, it is only consistent with the general spirit of the Act and in conformity with section 13 that there should in future be only one designation for all commissioners exercising the general powers which the Act confers alike upon those appointed under it and upon commissioners of the Supreme Court appointed prior to its commencement.

Central Office, Jan. 13.

FRANCIS A. STRINGER.

The annual council of the judges, held under the provisions of the Judicature Act, 1873, was held on Monday under the presidency of the Lord Chancellor in his lordship's room at the Royal Courts of Justice, when the Lord Chief Justice, the Master of the Rolls, the judges of the Chancery Division, the Queen's Bench Division, and the Probate, Divorce, and Admiralty Division were all present.

CASES OF THE WEEK.

Court of Appeal.

Re WILLEY—No. 2, 13th January.

LUNACY—APPOINTMENT OF NEW TRUSTEE—JURISDICTION—APPOINTMENT OF TRUSTEE TO DISCHARGE DUTIES OF EXECUTOR—TRUSTEE ACT, 1850, ss. 2, 32.

In this case a question arose as to the jurisdiction of the Court of Lunacy under the Trustee Act, 1850, to appoint a trustee to discharge duties properly belonging to an executor. Section 2 of the Act provides that the words "trust" and "trustee" "shall extend to and include the duties incident to the office of personal representative of a deceased person." In *Es Moore* (21 Ch. D. 778) a testator had by his will left all his property to his wife for life, and appointed her his sole executrix, and had also bequeathed legacies to be paid after her death, but he had not appointed any trustees. All the testator's debts and the legacies payable during the life of the widow had been paid, and she desired that trustees should be appointed of the testator's personal estate for the purposes of his will. An action for the administration of the personal estate was brought against the widow by one of the reversionary legatees, and after service of the writ a petition was presented in the action by the plaintiff, the defendant, and another reversionary legatee. The petition was also entitled in the matter of the Trustee Act, and it stated that no one desired to have the estate administered by the court and that the widow was desirous of retiring from the trusts. The petition asked that two persons might be appointed as trustees of the personal estate for the purposes of the will in place of the widow, for a vesting order, and a stay of further proceedings in the action. Kay, J., thought that section 2 of the Act removed any difficulty, and that, though the court could not remove an executor, it could appoint a trustee or trustees to perform the duties of an executor, which in that case meant to pay the legacies when they became payable. In the present case a testator by his will appointed two nephews his executors and trustees. He bequeathed to his wife an annuity for her life, and directed his executors to set apart a fund, the income of which would be sufficient to answer the annuity. He gave the sum of £2,000 to his trustees upon trust to invest the same as therein mentioned, and to pay the income thereof to D., for her life. And he bequeathed the sum of £8,500 to his trustees, upon trust to pay the income thereof in part to one of the two nephews, and as to the remainder to the other nephew, for their lives respectively, and subject thereto upon trust for certain charities. And the testator bequeathed the residue of his estate to his two nephews in equal shares. The testator died in November, 1888. Both the executors proved the will. The estate of the testator at the time of his death included money invested on mortgage, and stocks and shares of companies. In July, 1889, one of the executors was found a lunatic. This petition was presented by the testator's widow, D., and the same executor, for the appointment of a new trustee of the will in place of the lunatic. The question was raised by the court whether a new trustee could be appointed under the Act until all the duties of the executors in that character had been discharged. The petitioner's counsel relied upon *Es Moore*.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.), ordered the petition to stand over until evidence should be adduced that all the testator's debts and funeral and testamentary expenses had been paid. COTTON, L.J., was inclined to think that in *Es Moore* the court had gone too far, and that the Act did not authorize the appointment of a trustee to discharge duties which belonged—not to the office of a trustee—but only to that of an executor.—COUNCIL, *Badcock*. SOLICITORS, *Rowders & Vizard*.

STROUSBERG v. M'GREGOR—No. 2, 15th January.

LIS PENDENS—VACATING REGISTRATION—30 & 31 VICT. c. 47, s. 2.

In this case a question arose as to vacating the registration of a *lis pendens* under the power given to the court by section 2 of the Act 30 & 31 Vict. c. 47. Section 2 provides that "the court before whom the property sought to be bound is in litigation may, upon the determination of the *lis pendens* or during the pendency thereof, where the court shall be satisfied that the litigation is not prosecuted *bond fide*, make an order, if it shall see fit, for the vacating of the registration without the consent of the party who registered it." The action was brought by a purchaser of land against the vendor, to enforce specific performance of the contract for sale. The purchaser had paid a deposit, but had failed to pay the balance of his purchase-money within the time mentioned in the contract, and the vendor had thereupon treated the contract as at an end. One of the questions in the case was, whether time was of the essence of the contract. The plaintiff registered the action as a *lis pendens*. Kekewich, J., dismissed the action. The plaintiff at once gave notice of his intention to appeal, but notwithstanding this, Kekewich, J., on the defendant's application, which was opposed by the plaintiff, made an order vacating the registration of the *lis pendens*. He was of opinion that the plaintiff did not *bond fide* intend, in case he should be successful on the appeal, to complete his contract by paying the balance of the purchase-money. The plaintiff appealed against the dismissal of his action, and also against the order discharging the registration.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the judgment of Kekewich, J., dismissing the motion.

The plaintiff's counsel thereupon stated that he intended to appeal to the House of Lords, and the appeal against the order vacating the registration was then heard. In the course of the argument *Pooley v. Bosanquet* (7 Ch. D. 541) was referred to with regard to the construction of section 2.

THE COURT held that the registration must be allowed to stand, in case the plaintiff should present a petition of appeal to the House of Lords within three weeks, and give an undertaking to prosecute it duly. *COTTON, L.J.*, was of opinion that the words of section 2—"not prosecuted *bona fide*"—did not simply mean that there was no honest intention of prosecuting an appeal, though they included that, but they went further. If the appeal, though being honestly prosecuted, was not being honestly prosecuted for the purpose of obtaining the relief sought in the action, but for some indirect purpose, the court ought to interfere by vacating the registration. Could the court in the present case come to the conclusion that the plaintiff had not the honest intention of completing his contract, in case the House of Lords should decide in his favour? Looking at a valuation of the property by very competent valuers which had been produced, and which showed the value of the property to be very much larger than the price which the plaintiff had agreed to give for it, the court could not come to that conclusion. The proper course would be to allow the appeal to stand over for three weeks from to-day, and, if by that time the plaintiff had presented a petition of appeal to the House of Lords and had given an undertaking to prosecute the appeal duly, the order of Kekewich, J., would be discharged, and the registration of the *lis pendens* allowed to stand. If within the three weeks the plaintiff had not done both these things, the appeal would be dismissed without any further argument. *LINDLEY and LOPEZ, L.JJ.*, concurred.—*COUNSEL, Everett, Q.C., and a Beckett Terrell; Warrington, Q.C., and O. Leigh Clark. SOLICITORS, Cuddeon & Co.; H. Perry Beecher.*

High Court—Chancery Division.

Re THE LONDON AND WESTMINSTER BREAD CO. (LIM.)—Ohtty, J., 11th January.

COMPANIES ACT, 1862, ss. 51, 161—VOLUNTARY WINDING UP—TRANSFER OF BUSINESS—NOTICE OF DISSSENT.

In this case the question arose as to the validity of a notice of dissent by a member of a company from the voluntary liquidation of the company and its amalgamation with another company. On the 29th of August, 1889, the company passed resolutions for voluntary liquidation and amalgamation, and the appointment of its secretary as voluntary liquidator. On the 31st of August notice of dissent was served by a shareholder. On the 16th of September a meeting was held duly confirming the resolutions. The notice was subsequently recognized by the liquidator, but afterwards objected to as informal, on the ground that the dissentient member had not complied with section 161 of the Companies Act, 1862, which provides that notice of dissent shall be given not later than seven days after the date of the meeting at which the special resolution was passed, and it was contended that, to have had any validity, the notice should have been given within seven days after the confirmatory meeting. The notice was not returned to the sender. The dissentient shareholder had served notice under section 162 of the Companies Act for the appointment of an arbitrator. The liquidator now moved to restrain the proceedings in the arbitration.

CHITTY, J., said that it was plain that the notice had come to the hands of the liquidator, and had been retained by him. The object of the Act was that no inconvenience should be caused to the liquidator by shareholders who had not voted in support of the special resolution standing out and speculating on the possibilities of the assets of the company becoming more or less valuable. The shareholder here had not voted at either meeting, and his notice had for some time not been objected to, nor had it been returned. He had not to decide the question whether a notice of dissent sent before any meeting for voluntary liquidation had been held was a valid notice. Probably such a notice would not be valid. The motion was dismissed with costs.—*COUNSEL, Byrne, Q.C., and Dunkin; Kenyon Parker. SOLICITORS, Watson & Co.; Downing, Holman, & Co., for Downing & Handcock, Cardiff.*

Re DICKSON, DICKSON v. DICKSON—Stirling, J., 13th January.

ELECTION—SETTLEMENT—AFTER-ACQUIRED PROPERTY—INTEREST OF RESIDUARY LEGATEE IN SPECIFIC CHATELS FORMING PART OF RESIDUE.

The marriage settlement of Sir John and Lady Dickson contained a covenant to bring into settlement after-acquired property of the value of £500 or upwards, except jewels, trinkets, and other chattels of specified kinds, which it was declared should belong to the wife for her separate use. The brother of Lady Dickson by his will gave his residue, whether real or personal, to his trustees and executors upon trust for sale and conversion and payment of his funeral and testamentary expenses and debts, and subject thereto for Lady Dickson absolutely. The residuary estate of the testator comprised certain chattels of such a nature as to come within the exception from the after-acquired property clause in the settlement. The property had been converted without prejudice to the question whether the chattels belonged to Lady Dickson or the trustees of her settlement.

STIRLING, J., said that it was clear that if there had been merely a gift of residue without a trust for conversion, Lady Dickson would, according to *Cooper v. Cooper* (22 W. R. 713, L. R. 7 H. L. 53), have taken an interest in the specific chattels. "For the benefit of creditors and for the facility of division among the next of kin," said Lord Cairns in that case (at p. 65), "the estate is to be turned into money, but as regards substantial proprietorship, the right of the next of kin remains clear to every item forming the personal estate of the intestate, subject only to those paramount claims of creditors." The fact that there was a trust for conver-

sion did not affect this result; that, too, was dealt with by Lord Cairns in *Cooper v. Cooper*, who said (at p. 64): "In point of form, no doubt what he was entitled to by the appointment was one-third of the proceeds of the sale of Pain's Hill, and not one-third of Pain's Hill *in specie*; but that, I think, your lordships will consider to be mere matter of form." His lordship, therefore, held that Lady Dickson was entitled to the chattels *in specie*, and that they accordingly came within the exception to the after-acquired property clause, and did not pass to the settlement trustees.—*COUNSEL, Gregory; Proctor. SOLICITORS, Hanbury, Hutton, & Whitting.*

Re PYLE WORKS (LIM.)—Stirling, J., 13th January.

COMPANY—MORTGAGE OF UNCALLED CAPITAL—WINDING UP—UNSECURED CREDITORS—PRIORITY OF MORTGAGES—COMPANIES ACT, 1862, ss. 16, 38, 75, 98, 101, 133.

In this case an important question arose whether the mortgagees of uncalled capital were entitled to be paid what was due on the mortgages out of calls made in the winding up in priority to the unsecured creditors of the company. The company was registered in 1880 with a memorandum of association which defined the objects of the company to be (amongst others)—(1.) to borrow money by mortgage or otherwise, receive money on deposit, and issue transferable and other bonds and mortgage, debenture, and other securities, founded or based upon all or any of the real and personal assets or on the credit of the company. By the articles of association, which bore even date with the memorandum of association, it was provided (article 3) that the board of directors "may from time to time borrow on bonds or debentures of the company, or on mortgage of all or any part of the property of the company, and either with or without including in any such mortgage all or any definite proportion of the capital of company then uncalled, such sums of money as they from time to time think expedient." The mortgages in question were the following:—(1) A mortgage, dated the 3rd of January, 1882, by which, first, all the then uncalled-up amounts of £8 per share on 3,500 preferred shares of the company; and, secondly, all the personal property, assets, and effects which then, or at any time during the continuance of the security, should belong to the company, but not including any uncalled capital of the company, except that thereinbefore expressly mentioned, were assigned to secure repayment of an advance of £3,500. (2) A mortgage, dated the 3rd of May, 1886, whereby the uncalled amounts of £4 per share on 5,000 shares of the company were assigned by way of security against any loss or damage which the mortgagees might sustain by reason of their having guaranteed to a certain bank the repayment of a sum of £3,500 advanced by the bank to the company, and also guaranteed to certain railway companies the payment of such sum as might be due to them by the company for carriage of goods upon their ledger account with the railway companies. (3) A mortgage, dated the 10th of August, 1887, whereby the uncalled amounts of £4 per share on 5,000 shares of the company were (subject to the prior mortgages) assigned to secure an advance of £4,000. (4) A mortgage, dated the 28th of October, 1887, whereby the uncalled amounts of £4 per share on 5,000 shares of the company were assigned, subject to the prior mortgages, to secure an advance of £3,000.

STIRLING, J., said that, reading the memorandum and articles of association together, he was of opinion that the mortgage of the 3rd of January, 1882, which included both uncalled capital and other property of the company, was authorized. In the other mortgages the subject-matter of the security was uncalled capital only; and it was suggested that, as they included no part of the property of the company properly so called, they did not fall within article 3. Article 3, however, showed an intent that the company should have power to mortgage uncalled capital, and in his lordship's opinion it would be too narrow a construction to hold that the words "such mortgage" must necessarily mean a mortgage including some part, however small, of the property of the company, as distinguished from that which the company had power to make its own; and his lordship preferred to read the words as meaning a mortgage given to secure money borrowed. He was of opinion, therefore, that the mortgages of the 10th of August and the 28th of October, 1887, were within the power. Then were these charges effectual against the unsecured creditors as regards calls made in the winding up, it being contended that a company formed under the Companies Act, 1862, had no power to bind such calls, whatever might be its powers as regards calls made by the directors? It appeared from the order made in *Re Phoenix Reformer Steel Co.* (44 L. J. Ch. 683) that the mortgages in that case were recognized and dealt with by the court as being a charge, not only on calls made by the directors, but on those to be made in the winding up; and no notice of any suggestion of a difference between them was to be found either in the arguments of counsel or the judgment of Jessel, M. R. A similar decision was given by Kay, J., in *Heward v. Patent Ivory Manufacturing Co.* (36 W. R. 801, 38 Ch. D. 156). It was, however, contended that these decisions ought not to be followed, on the ground that they were inconsistent, if not with other cases binding on his lordship, at all events with the grounds on which the decisions in those cases were based. His lordship then reviewed the authorities, and said that, looking at the circumstances, and finding two decisions in favour of the mortgagees, it was enough for him to say that the weight of authority appeared to him to be in favour of their contention, and he therefore intended to follow the decision in *Re Phoenix Reformer Co.*, more especially as that case had been followed in chambers, and had been to a considerable extent relied upon by persons dealing with joint-stock companies during the fifteen years which had elapsed since it was decided. He held, therefore, that the claims of the mortgagees under the mortgages of the 3rd of January, 1882, the 10th of August, 1887, and the 28th of October, 1887, were well founded. As regarded the mortgage of the 3rd of May, 1886, judgment would be post-

poned until further evidence as to the circumstances under which it was given had been furnished to the court.—COUNSEL, *Hastings, Q.C., and F. Whiskey; Giffard, Q.C., and Haldane; Phizson Beale, Q.C., and Carson; Buckley, Q.C., and Ashworth James. SOLICITORS, Lane, Menro, & Soutter; Moples, Teisdale, & Co.; Drake, Sen, & Parton; G. M. Clements.*

High Court—Queen's Bench Division.

PARNELL v. WALTER—11th January.

PRACTICE—DISCOVERY—INTERROGATORIES—ACTION OF LIBEL AGAINST NEWSPAPER—PLEA OF PAYMENT INTO COURT—ISSUE AS TO DAMAGES—DISCOVERY AS TO EXTENT OF CIRCULATION OF NEWSPAPER—DISCOVERY OF NAMES OF INFORMANTS.

This was an appeal from an order of a master, ordering further and better answers to be made to certain interrogatories, referred by Field, J., to the court. The action was brought against the proprietors of the *Times* newspaper for libel, the plaintiff complaining of the publication in the defendants' paper of four letters alleged to have been written by the plaintiff, one of them being published in facsimile, and also of the reproduction of the alleged facsimile letter in a pamphlet entitled "*Parnellism and Crime*." The defendants pleaded that they brought into court forty shillings, and that that sum was sufficient to satisfy the plaintiff's claim, and on that issue was joined. The plaintiff administered interrogatories for the examination of the defendants. The first and second interrogatories asked how many copies of each of the numbers of the *Times* of three specified dates, and how many copies of the pamphlet "*Parnellism and Crime*," were issued to the public and circulated by sale or otherwise. The defendants answered that the *Times* newspaper, as was notorious, had a large and general circulation, and the numbers referred to were issued and circulated in the ordinary and usual way, and not otherwise, and that a large number of copies of the pamphlet were issued and circulated and sold by newsvendors throughout the United Kingdom. They declined to state the number of copies, either of the newspaper or the pamphlet, issued to the public, on the grounds that they did not know the number, and had not the means of ascertaining it without a difficult and troublesome inquiry of persons not connected with the paper and its publication, and the answer would involve a disclosure of the business transactions of the defendant Walter and of other persons, not parties to the action, who were his partners in the publication of the *Times*, and the precise number of copies issued to the public was not material or relevant to any matters in question in the action. The remaining interrogatories were in substance as follows:—3. From what person or persons did you or any other person representing the *Times* obtain the originals of each of the four alleged letters? 4. What sum or sums of money did you or any other person representing the *Times* pay for each of the four alleged letters or for all of them? 5. State precisely what inquiries you made of the person or persons from whom the alleged letters were obtained (a) as to the person or persons to whom they were respectively addressed, or (b) as to the person or persons from whom, or the place in which, or the means by which, the person or persons from whom the *Times* obtained the same had got possession of the said alleged letters or any of them. 6. State precisely what information, if any, was given to you by the person or persons from whom the alleged letters were obtained as to the above matters. 7. State precisely the steps, if any, taken by you to test or verify the information so given. 8 and 9. State precisely what steps, if any, and whether by the comparison of handwriting or otherwise, and how, were taken by you to ascertain or test the genuineness of the said alleged letters. 10. When did you first learn, and how, that the alleged letters had been obtained by the person or persons from whom the *Times* obtained the same from or through Richard Pigott? What inquiries (if any) did you then or subsequently, and when, make, and of whom and how, as to the antecedents or character or repute of the said Richard Pigott? The defendants declined to answer the interrogatories (3 to 10) on the grounds that "they are irrelevant and not material to any matters in question in this action, and that the object of the plaintiff in administering these interrogatories is to discover the evidence we propose to adduce in support of our case, and that the said interrogatories are unreasonable, unnecessary, and vexatious, and are not put bona fide for the purposes of this action, but for the purpose of criminating third parties who are not parties to this action, and that the matters inquired into relate solely to the defendants' case." On the application of the plaintiff the master made an order that the defendants should give a further and better answer to interrogatories 1 and 2, and should also answer the other interrogatories. On the defendants appealing Field, J., referred the matter to the court. It was contended on the part of the defendants that the answers to the first two interrogatories were sufficient. The remaining interrogatories ought not to be allowed: *Hennessy v. Wright* (36 W. R. 879), *Gibson v. Evans* (23 Q. B. D. 384), *M'Colla v. Jones* (4 Times Law Reports, 12). On the part of the plaintiff it was argued that the defendants ought, in answer to the first two interrogatories, to give an approximate estimate of the number of copies issued. As to the other interrogatories, the cases cited did not apply to this case. What the Court of Appeal decided in *Hennessy v. Wright* was that the plaintiff in an action of libel against a newspaper ought not to be allowed to ask for the name of the writer, in order that, if it should turn out that the writer was a person who had a feeling of malice towards him, he might impute that malice to the defendant. Here the object of the plaintiff was not to impute malice, but to shew gross negligence and recklessness on the part of the defendant, for the purpose of increasing damages, which he was entitled to do, the question of damages being the only question in issue. This object of increasing damages was not within

the consideration of the court in *Hennessy v. Wright* and the other cases.

THE COURT (DENMAN and WILLS, JJ.) partly affirmed and partly reversed the order of the master. DENMAN, J., said that the defendants declined to give a specific answer to the two first interrogatories on the ground that it would cause great trouble to them in the conduct of their business, and that it would be inconvenient that they should be bound to disclose information as to the circulation of their paper. But they were not entitled to withhold all information on that ground. They must give some information. They also said that it was impossible to tell what the precise circulation was. But the plaintiff had said by his counsel that he did not want the precise number, he would be satisfied with an answer within tens of thousands. To suppose they could not give such an answer was absurd. Therefore they must give the best information they could, and that part of the order must stand. As to interrogatories 3 to 10 it was a more difficult matter. He was not perfectly confident that if the question had come before him for the first time he should not have ordered the interrogatories to be answered. He thought it might have been held that it was relevant to inquire where the newspaper got its information, whether from a notoriously disreputable person or from a person of good character. However, even if interrogatories might be put for that purpose, he did not think the interrogatories administered in this case were allowable, for they were not interrogatories asking for admissions, but were rather in the nature of cross-examination. But he was bound by the decisions not to require answers to be given to these interrogatories. It had been plausibly contended that the cases cited did not apply to the present case. It was said the issues were different, the issue here being merely as to damages, and the interrogatories being put for the purpose of increasing the damages. But it was impossible to look at the decisions without seeing that the court intended to lay down the rule that, in an action of a libel against a newspaper, where the defendant took upon himself the responsibility of defending the action, the plaintiff should not be allowed to ask for discovery of the name of the writer of the libel or other informant. The question of damages was a main question in every action of libel, and it must have been taken into consideration in those cases whether mentioned in the judgments or not. They could not order these interrogatories to be answered, and, with respect to them, the appeal must be allowed. WILLS, J., thought the difficulty which was raised as to the first and second interrogatories was illusory. As to the others the question was covered by authority. They could not allow these interrogatories without supposing that the court in all the cases cited had overlooked the bearing of the matter on the question of damages.—COUNSEL, *Asquith; Lemley Smith, Q.C., and W. Graham. SOLICITORS, Lewis & Lewis; Soames, Edwards, & Jones.*

SOUTHERN COUNTIES DEPOSIT BANK v. FARQUHAR—13th January.

PRACTICE—MARRIED WOMAN—APPLICATION FOR JUDGMENT UNDER ORDER 14—PROOF OF SEPARATE ESTATE.

This case raised an important point as to the practice where it is sought to obtain judgment against a married woman under order 14. The action was brought against a married woman and her husband, and the writ stated that the married woman was sued in respect of her separate estate. Application was made for judgment under order 14, and Grantham, J., in chambers, on appeal from the master, gave leave to sign judgment against the married woman, such judgment to be in the form which was sanctioned in *Scott v. Morley* (36 W. R. 67, 20 Q. B. D. 120). The married woman appealed, and contended that the plaintiff was not entitled to obtain judgment against a married woman without proving that she had at the time of making the contract separate estate of such a nature as to raise the presumption that she intended to bind it: *Laake v. Driffield* (ante, p. 47). The mere allegation in the writ that the married woman had separate estate was not sufficient to throw upon the defendant the onus of disproving that statement. On the other side it was argued that the allegation in the writ, coupled with the usual affidavit shewing the cause of action, was enough, and that no affidavit as to the married woman's separate estate was necessary.

THE COURT (DENMAN and WILLS, JJ.) held that the existence of separate estate must be proved, and that, as the plaintiff had not proved it in this case, the judgment must be set aside and unconditional leave to defend granted. Appeal allowed.—COUNSEL, *Austen; Muir Mackenzie. SOLICITORS, Turner & Hacon; Prince & Ayres.*

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

The following notices of motion have been given for the special general meeting of the members of the society, to be held on the 31st inst. :—

PRIVATE BILL LEGISLATION.

MR. CHARLES FORD will move:—"That the present system of private Bill legislation involves unnecessary expense, and calls for modification in the interests of the public and the profession."

COMMISSIONERS FOR OATHS.

MR. CHARLES FORD will move:—"That a rule of court is called for requiring commissioners for oaths, before administering an oath, to ask, *inter alia*, 'Do you understand the contents of this proposed affidavit?' and also requiring the deponent to initial all exhibits, in addition to the same being marked by the commissioner, and fixing the commissioner's

fee for swearing an affidavit (to be filed in the Supreme Court of Judicature) at 2s. 6d."

MIDDLESEX REGISTRY.

Mr. F. K. MUNTON will move:—"That having regard to the several decisions fixing the fees and settling the practice, this meeting recommends the council to request the registrar of deeds to notify in a prominent manner that, in cases where the oath is administered outside the office, the total fee for registering a memorial not exceeding 200 words is 2s., with sixpence per 100 beyond, and, further, to keep the office open for at least six hours daily 'for the despatch of all business,' as the Statute of Anne directs."

PRACTICE COMMITTEE.

Mr. F. K. MUNTON will move:—"That, having regard to changes of practice and emergencies, often requiring instant attention, it is expedient that the council should nominate a special permanent outside committee—of not less than fifteen members—specially conversant with practice, to whom urgent questions could be conveniently referred for inquiry and report."

CONSULAR COURTS.

Mr. EDMUND KIMBER will move:—"That the administration of justice in consular courts is defective, and that some proper provision ought to be made for insuring the due discharge of judicial functions in those courts by competent persons."

JOINT STOCK COMPANIES—WAIVER CLAUSE.

Mr. EDMUND KIMBER will move:—"That the general use of what is called the waiver clause in prospectuses of joint stock companies, under the advice of the best men in both branches of the profession, notwithstanding the declaration of Lord Justice Lindley that it is of doubtful validity, shews that the Legislature has overstepped the requirements of commerce and the common sense of mankind."

JOINT STOCK COMPANIES—PROTECTION AGAINST FRAUD.

Mr. EDMUND KIMBER will move:—"That for the purpose of checking fraud any future legislation on the subject of joint stock companies ought to proceed upon the lines of compelling the registration of all prospectuses, reports, balance-sheets, and notices, and requiring greater freedom in disclosure of accounts, rather than of making that criminal by statute which is not criminal, or of changing the law in a wholesale and drastic way which may only have the effect of driving business from the country."

LAW STUDENTS' JOURNAL.

THE BAR EXAMINATION.

There will be certain important changes in the subjects of the bar examinations in 1890; among others Edwards' Compendium of the Law of Property in Land will be added to the prescribed subjects.

THE FINAL EXAMINATION.

The final is now proceeding, and we annex the first paper, which is rather easy, with references to text-writers, &c.

CONVEYANCING.

1. On the completion of a purchase, what are the rights and liabilities respectively of the vendor and purchaser with regard to the custody and production of the deeds and documents of title, whether they relate exclusively to the property sold, or to other property of the vendor as well? (Edwards' Compendium, pp. 292, 293).
2. At what place must title deeds be produced for examination with the abstract of title, and who must bear the expense of any journeys necessary to examine any of such deeds? (At the vendor's office, see also section 3 (6) of the Conveyancing Act, 1881).
3. Your client, the proposed vendor of a freehold house, instructs you to draw an agreement for the sale thereof to B. Give the heads of the agreement you would prepare. (Davidson's Concise Precedents, 12th ed., p. 97).
4. When are leases required to be made by deed, and what duration of tenancy may be created by parol? (Edwards' Compendium, p. 315).
5. Under what circumstances, if any, is a tenant for life entitled under the Settled Land Act, 1882, to raise money on mortgage of the settled land? (Section 18 of the Settled Land Act, 1882).
6. Your client instructs you to draw the mortgage of a freehold house to secure the repayment of £1,000 he proposes to lend to B. Give the outline of the mortgage you would prepare, specifying the covenants and provisions you would insert therein. (Sweet's Concise Precedents, p. 609).
7. What is the liability of a tenant to his landlord for payment of the rent of the premises occupied by the tenant, if the same should be destroyed or damaged by fire during the tenancy? (Smith's Landlord and Tenant, p. 203).
8. What protection is afforded to the trustees of a settlement, under the Settled Land Act, 1882, with regard to the exercise of the powers conferred by that Act upon the tenant for life? (Sections 41 and 42).
9. In what way, on an appointment of new trustees, does the trust property, consisting both of real and personal estate, now become vested in the new trustees? (Section 34 of the Conveyancing Act, 1881).
10. A. dies intestate, without leaving any issue, but leaving a father and a widow. B. dies intestate, without leaving any issue or either a father

or a widow, but leaving a mother and brothers and sisters. How will the personal estate of A. and B. respectively be distributed, and who will be entitled to their real estate? (Goode's Personal Property, pp. 323, 324, and Edwards, pp. 386 and 383).

11. Mention the several ways in which a will may be revoked, and how may a revoked will be revived? (Edwards, pp. 372, 373).

12. Explain whether a provision for settling the after-acquired property of the wife should now be inserted in a marriage settlement. (Elphinstone's Introduction to Conveyancing, p. 289).

13. Under what circumstances, if any, can the life interest of a husband in the property comprised in his marriage settlement be made determinable on his bankruptcy or on his attempting to alien or charge it? (Elphinstone's Introduction, pp. 302, 303; *Re Detmold*, 40 Ch. D. 585).

14. C., by his will, leaves his residuary real and personal estate "to A. and B." B. dies before the same is divided, having devised and bequeathed his real and personal estate to D. Will D. take any, and, if so, what, interest in the residuary real and personal estate of C.? Give the reasons for your answer. (Edwards' Compendium, pp. 142, 143).

15. What is now the liability of a trustee who has advanced trust money on a mortgage security for a larger sum than he was justified in lending? (Trustee Act, 1888, s. 5).

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 14.—Mr. Todd in the chair.—The debate, "That the case of *McGul Steamship Co. v. McGregor, Gow, & Co.* (23 Q. B. D. 598), was wrongly decided," was opened by Mr. G. H. Devonshire in the affirmative. He was supported by Messrs. C. R. Bowles, D. Nimmo, and W. M. Woodhouse, and opposed by Messrs. A. W. Watson and T. W. Blagg. Mr. Bowles replied for Mr. Devonshire, and the chairman, having summed up, the motion, on a division, was negatived by a majority of seven.

THE FACTORS ACT, 1889.

LAST week, before a meeting of the Institute of Bankers, held at the London Institution, Finsbury-circus, Mr. R. T. Reid, Q. C., M.P., read a paper on the above Act. The *Times* gives the following summary of the paper:—

Mr. Reid observed that the Act had solved—at all events, for the present—a number of very real commercial difficulties which had arisen during the last sixty years, and had been the source of four earlier Acts of Parliament and of innumerable legal decisions. It would, he said, be superfluous, especially after Mr. Arthur Cohen's paper, read before the institute in April, 1889, for him to dwell upon the historical aspects of the prolonged legal and commercial controversy which led to those enactments, and he understood that it was rather the desire of those who had asked him to read the paper that he should put before them a lawyer's view of the new Factors Act. He then pointed out its effect, both as regards the law of agency and the law of sale—remarking that, like its predecessors, the Act of 1889 dealt with more than the law of factors—and referred to the great inconvenience which had been removed by the new measure. Recapitulating, afterwards, its substance, he said: If a merchant or banker were to ask in what respects the Act of 1889 secures him in buying goods, or making advances on goods or documents of title to goods, my answer would be as follows:—Unless your transaction is in good faith, you obtain no protection from this Act, but if the transaction is in good faith, you may buy from, or make advances to, or effect exchanges of goods or documents of title to goods in the ordinary course of business, with a mercantile agent, if he is, with the consent of the owner, in possession of the goods or of the documents of title thereto. That consent will be assumed in court unless the contrary is proved, and your title will not be affected by any revocation of it unknown to you. Consent by the true owner to his agent's possession of any goods or documents of title carries with it consent to the possession of any derivative documents of title. If a mercantile agent pledges to you goods or documents of title to goods, not for cash, but in exchange for other goods or documents of title or negotiable securities, you acquire no right or interest in excess of the value which you have given him in exchange. If a mercantile agent pledges to you goods or documents of title to goods as a security for an antecedent debt, you acquire no further right thereto than the agent himself could have enforced at the time of the pledge. A consignee has a lien for advances made on goods to the shipper, though he be not a mercantile agent, who has been allowed by the true owner to consign them or ship them in his own name, unless the consignee was aware of the true title. A seller who remains in possession of the goods sold, or documents of title thereto, can effectually dispose of them to an innocent third person. A buyer who has obtained, with the consent of his seller, possession of goods or documents of title may dispose of them to an innocent third person in just the same manner as the above-mentioned mercantile agent. If an unpaid seller of goods transfers to anyone as buyer or owner the documents of title, any further transfer of those documents to a person receiving them in good faith and for valuable consideration will defeat the unpaid seller's lien and his right of stoppage *in transitu*. In conclusion, Mr. Reid observed that, although the Act was not in all respects as clear as it might be, it was yet a great improvement on preceding Acts. The thanks of the legal profession, as well as of the mercantile community, were due to those who promoted it, and he ventured to express the hope that progress might be made in codifying other branches of commercial law of equal or even of greater importance.

LEGAL NEWS.

OBITUARY.

Sir JOSEPH HERON, solicitor, formerly town clerk of Manchester, died at Cannes on the 23rd ult., in his eighty-first year, from paralysis. Sir J. Heron was the son of Mr. James Holt Heron, of Manchester, and was articled to Mr. John Hampson, of Manchester, and he was admitted a solicitor in 1830, when he commenced practice at Manchester. In 1838, on the first incorporation of the borough, he was elected town clerk of Manchester, and he filled that post till 1877, when the corporation appointed him consulting town clerk. He was also for nearly forty years clerk of the borough court of record. Among his many services to the town of Manchester he promoted and carried the Borough Police Bill and the Bill for obtaining a supply of water from Thirlmere. He received the honour of knighthood in 1869. Sir J. Heron was a magistrate for Lancashire.

Mr. JOSEPH BRIGGS DICKSON, solicitor (of the firm of Buck, Dicksons, & Cockshott), of Preston, Southport, and Garstang, died at Preston on the 28th ult., at the age of eighty. Mr. Dickson was admitted a solicitor in 1833, and he had had for many years an extensive practice in Lancashire. He was for many years clerk of the Chancery Court of Lancaster, and acting curator for the County Palatine. Mr. Dickson was, at the date of his death, associated in partnership with Mr. John James Cockshott, Mr. George Herbert Dickson, Mr. Alan Chambre Dickson, and Mr. Edmund Dickson.

Mr. GEORGE ALFRED SEDGWICK, solicitor, of 9, New Broad-street, and of Stratford, died on the 24th ult. from apoplexy, after a short illness. Mr. Sedgwick was admitted a solicitor in 1862, and he was for several years a member of the firm of Elmalie, Forsyth, & Sedgwick, of 27, Leadenhall-street, but more recently he had practised alone at 9, New Broad-street. In 1877 he was elected vestry clerk of the parish of West Ham, and he held that office until his death. He was also returning officer for the Walthamstow Division of the county of Essex. Mr. Sedgwick was buried at the West Ham Cemetery on the 28th ult.

Mr. THOMAS LYDDON SURRAGE, solicitor and town clerk, of Sandwich, died on the 2nd inst. in his eightieth year. Mr. Surrage, who was one of the oldest solicitors and town clerks in Kent, was the eldest son of Mr. Thomas Lyddon Surrage, of Wincanton, Somersetshire. He was admitted a solicitor in 1831. He had been town clerk of Sandwich for over fifty years. He was a perpetual commissioner for the county of Kent, and he was also clerk of the peace for the borough of Sandwich.

Mr. ERNEST GROTHAN JACKSON, solicitor, of Belper and Derby, died at Belper on the 30th ult. from heart disease. Mr. Jackson was admitted a solicitor in 1873, and he had since acquired a good practice at Belper and Derby. His younger brother, Mr. Francis Joseph Jackson, had been for some time in partnership with him. Mr. Jackson leaves a widow, but no family. He was buried at Belper on the 3rd inst.

Mr. WILLIAM CODD, solicitor, died at Maldon on the 27th ult. at the age of eighty-seven. Mr. Codd was admitted a solicitor in 1828, and he practised for about fifty-five years at Maldon. He was for thirty-seven years coroner for the Eastern Division of Essex, and he was also clerk to the Maldon Board of Guardians and Assessment Committee, registrar of the Maldon County Court (Circuit No. 38), superintendent-registrar and clerk to the magistrates and Commissioners of Taxes for the Hundred of Dengie and to the Commissioners of Taxes for the borough of Maldon. He was a perpetual commissioner for the county of Essex. About six years ago he retired from practice in consequence of failing health, and resigned all his appointments except that of superintendent-registrar. Mr. Codd was unmarried. He was buried at Woodham Mortimer on the 2nd inst.

APPOINTMENTS.

Mr. FRANCIS HENRY PEPPER, solicitor, of Birmingham and Handsworth, has been appointed Solicitor to the Yardley School Board. Mr. Pepper was admitted in 1886.

Mr. WILLIAM PRATT, solicitor (of the firm of Lloyd & Pratt), of Newport, Monmouthshire, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. CHARLES BOOTH BARNES, solicitor, of Brackley, has been appointed Clerk to the Brackley Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, in succession to his partner, the late Mr. Arthur Weston.

Mr. MORGAN MATTHIAS THOMAS, solicitor, of Pembroke, Haverfordwest, and Tenby, has been appointed Returning Officer to the Pembrokeshire County Council. Mr. Thomas was admitted a solicitor in 1876.

Mr. ROBERT HENRY HURST, barrister, has been elected Deputy Chairman of the West Sussex Quarter Sessions, on the resignation of Mr. John James Johnson, Q.C. Mr. Hurst is the only son of Mr. Robert Henry Hurst, of Horsham. He was educated at Westminster and at Trinity College, Cambridge, where he graduated as a wrangler in 1840. He was called to the bar at the Middle Temple in Michaelmas Term, 1842, and he is a member of the South-Eastern Circuit. Mr. Hurst is recorder of Hastings and Rye, and he was M.P. for Horsham in the Liberal interest from 1865 till 1874, and from December, 1875, till February, 1876.

Mr. PIERRE LEONE CHASTELLIER, barrister, has been appointed a Queen's Counsel for the colony of Mauritius. Mr. Chastellier is the second son of Mr. Frederick Chastellier. He is a Licentiate of Laws of the

University of Paris, and he was called to the bar at the Middle Temple in Michaelmas Term, 1863.

Mr. WILLIAM HENRY TALBOT, deputy town clerk of Manchester, has been appointed Town Clerk of that city, in succession to the late Sir Joseph Heron. Mr. Talbot was admitted a solicitor in 1853.

Lord ROMILLY has been elected a Bench of Gray's Inn.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

JAMES HODGSON and TOM HARTLEY ROBERTS, solicitors (Hodgson & Roberts), Burnley. Dec. 31. James Hodgson will in future continue to carry on the said practice at the above address in his own name.

HY. EDWARD MORICE, R. BREMIDGE TOLLER, and W. H. BLAKESLEY, solicitors (Morice, Toller, & Blakesley), 8, Serjeant's Inn, Fleet-street, London. Dec. 31.

ERNEST LANT TYNDALL and ERNEST CHARLES ROGERS, solicitors (Tyndall & Rogers), Birmingham. Dec. 31. [Gazette, Jan. 10.]

EDWARD GOLDING ELWES and ARTHUR CYRIL SHARPE, solicitors (Elwes & Sharpe), Furnival's Inn, London. July 31.

WILLIAM JOHN SYMPSON WHITTY and GEORGE TRICE LILLEY, solicitors (Whitty & Lilley), Bristol. Jan. 1. The business will in future be carried on by George Trice Lilley and Alfred Tombs Muirow in partnership. [Gazette, Jan. 14.]

GENERAL.

It is stated that Parliament will this year, in addition to whatever public Bills may be introduced, have to deal with 244 measures (exclusive of Provisional Orders) coming under the head of "Private Bills."

The Attorney-General has been suffering from a cold, not, we believe, of a serious nature. On Tuesday, at the Wisbech County Court, it was announced that Judge Price was suffering from the prevalent malady, and the court had to be postponed.

The Council of Legal Education have made the following appointments of examiners for the year ending January 10, 1891:—In Jurisprudence, &c., and Roman Law, Mr. A. Henry and Mr. Percy F. Wheeler; in Equity, Mr. C. S. Medd; in Common Law, Mr. Edwyn Jones; in the Law of Real and Personal Property, Mr. J. Bradley Dyne.

Mr. William Patchett, Q.C., has been elected by the hon. Society of the Inner Temple a member of the committee of the Inns of Court Bar Library, Royal Courts of Justice, in place of the late Sir John Maule, Q.C.

The *Estates Gazette* gives the following as the amounts realized at the London Auction Mart in 1889 for the various properties mentioned:—Freehold properties in the postal districts, £805,989; copyhold properties in the postal districts, £17,220; leasehold properties in the postal districts, £1,039,942; freehold ground-rents of £10,329 18s. 10d. a year in postal districts, £284,107; copyhold ground-rents of £120 a year in postal districts, £2,450; leasehold ground-rents of £6,106 15s. 9d. a year in postal districts, £83,485; freehold properties outside the postal districts, £258,621; copyhold properties outside the postal districts, £2,475; leasehold properties outside the postal districts, £25,658; freehold ground-rents of £2,514 14s. outside the postal districts, £47,615; copyhold ground-rents of £9 outside the postal districts, £180; leasehold ground-rents of £285 outside the postal districts, £5,105.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
APPEAL COURT		Mr. Justice CHITTY.	
Date.	No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, Jan.	20	Mr. Rolt	Mr. Clowes
Tuesday	21	Farmer	Jackson
Wednesday	22	Rolt	Clowes
Thursday	23	Farmer	Jackson
Friday	24	Rolt	Clowes
Saturday	25	Farmer	Jackson
Mr. Justice NORTH.		Mr. Justice KEENE.	
Monday, Jan.	20	Mr. Pugh	Mr. Godfrey
Tuesday	21	Beal	Leach
Wednesday	22	Pugh	Godfrey
Thursday	23	Beal	Leach
Friday	24	Pugh	Godfrey
Saturday	25	Beal	Leach

A GOOD INVESTMENT.—To purchase a house by a small deposit and a monthly payment of from 5s. to 10s. in addition to the rent (for a period only), is one of the safest and best investments to make. It requires but a small expenditure of capital, whilst it provides a future permanent income.—Apply for further information to the SECRETARY, Temperance Permanent Building Society, 4, Ludgate-hill, London, E.C.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, JAN. 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABBEY MILLS DISTILLERY, LIMITED—Petn for winding up, presented Jan 7, directed to be heard before Chitty, J, on Saturday, Jan 18 Newman & Co. Abchurch lane, solors for petner

DUCKER PORTABLE HOUSE CO. LIMITED—Petn for winding up, presented Jan 8, directed to be heard before Stirling, J, on Saturday, Jan 18 Hollans & Co. Mining lane, colors for petners

GREAT BEAM TIN MINES, LIMITED—Petn for winding up, presented Dec 14, directed to be heard before Kay, J, on Saturday, Jan 18 Stokes, Bedford row, solor for petners

NIAGARA, LIMITED—North, J, has fixed Wednesday, Jan 22, at 1, at his chambers, for the appointment of an official liquidator

THE SURREY PRINTING AND PUBLISHING CO. LIMITED—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to Samuel James Boyce, 2, Metal Exchange bldgs, Gracechurch st

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

SAMUEL SHAW & CO. LIMITED—This court has, by an order dated Nov 30, appointed Charles Frederick Finney, Central bldgs, North John st, Liverpool, to be official liquidator

FRIENDLY SOCIETIES DISSOLVED.

MUTUAL BENEFIT SOCIETY, New Inn, Waterfield lane, Clay Cross, Derby Jan 6
SELF RELIANCE INDEPENDENT ORDER OF ODD FELLOWS SOCIETY, Angel Inn, Woodhouse, York Jan 7

SUSPENDED FOR THREE MONTHS.

JOEWERTH LODGE OF TRUE IVORITES FRIENDLY SOCIETY, Fountain Inn, Pontardulais, Glamorgan Jan 6

London Gazette.—TUESDAY, JAN. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DEFRIES SAFETY LAMP AND OIL CO. LIMITED—Stirling, J. has, by an order dated Dec 5, appointed John Paterson, 1, Walbrook, to be official liquidator Creditors are required, on or before Feb 3, to send their names and addresses, and the particulars of their debts or claims, to the above Friday, Feb 14, at 2, is appointed for hearing and adjudicating upon the debts and claims

HOME AND ABBOTT, LIMITED—Petn for winding up, presented Jan 2, directed to be heard before North, J, on Saturday, Jan 25 Oldman & Claburn, Old Serjeants' inn, Chancery lane, solors for petner

LEEDS AND BRADFORD GLASS CO. LIMITED—Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their debts or claims, to John Routh, Leeds Thursday, Feb 27, at 12, is appointed for hearing and adjudicating upon the debts and claims

THE BOCHLEGIANO COPPER MINES, LIMITED—Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their debts or claims, to Richard Garman Cawker, 11, Temple st, Swansea Collins & Woods, Swansea, solors for liquidator

THE TOLGULOW UNITED MINES CO. LIMITED—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to John Garland and William Mitchell, 6, Queen st pl Blunt & Lawford, Gresham st, solors for liquidators

UNLIMITED IN CHANCERY.

NEWFOUNDLAND CONSOLIDATED COPPER MINING CO.—Chitty, J, has, by an order dated Dec 7, appointed Mr Edwin Waterhouse, 44, Gresham st, to be official liquidator

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JAN. 14.

DALRYMPLE, HAW, Pelham pl, Brompton, Esq. Feb 17. Miller v Miller, Stirling, J. Hickson, St Swithin's lane

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, DEC. 31.

BALL, JOHN, Southwell gds, South Kensington, Esq., F.R.S. Feb 13. Witham & Co, Gray's inn sq

BARTRUM, BENJAMIN THOMAS, College hill chhrs, Cannon st, Solicitor. March 31. Marshall, Colchester

BRIDGMAN, FRANCIS MARY, Frogmore, nr Ross, Hereford. Feb 8. Bolton & Co, Temple gds

BROWN, ISAAC, Holmes Chapel, Chester, Gent. March 1. Chapman & Co, Manchester

CARTER, MARY, Acorington, Lancs. Feb 4. Sharples, Acorington

DUNNING, MARY CAINES, Yeovil. Feb 1. H. S. & S. Watts, Yeovil

FELTHAM, ELIZABETH ANNE, North Cadbury, Somerset. Jan 31. Brice, Bridgewater

GLASSCOCK, ANN, Braintree, Essex. Feb 15. Smooty, Braintree

GOOCH, SIR DANIEL, Bart, Clewer Park, nr Windsor. Jan 31. Merriman & Co, Austin friars

JONES, HENRY, Lenden, Essex, Gent. March 1. Jones & Son, Colchester

KING, ELIZABETH, Purbeck, Southampton. Jan 31. Edgcombe & Co, Portsea

LEMMERMANN, JOHN HENRY WILLIAM, Albert st, Regent's Park. Feb 10. Tidy & Tidy, Backville st

MCGOWAN, JESSIE, Elm Park, Brixton. Jan 31. Kent & Co, Cheapside

MORRIS, WILLIAM, Gauden rd, Clapham, Manager of an Insurance Office. Feb 14. Nicholls, Lincoln's inn fields

NICHOL, ROBERT, Carlisle, Butcher. Feb 1. Sewell, Carlisle

PADGETT, JOSEPH CAWKWELL, Gulsely, Yorks, Gent. Feb 4. Nelson & Co, Leeds

PLATT, ROBERT, Pitchford, Salop, Farmer. Jan 31. Wafe, Shrewsbury

POWELL, TOM, Thornecombe, Dorset, Farmer. Jan 23. Clarke & Lukin, Chard

PRESTLEY, JONATHAN, Ryhope, Durham, Merchant Tailor. Jan 24. J. & W. J. Robinson, Sunderland

ROBERTS, MARY ELIZABETH, Southsea. Feb 1. Roberts, Exeter

SHORTER, ALFRED, Denny Bottom, nr Tunbridge Wells, General Dealer. Jan 31. Cripps & Son, Tunbridge Wells

SHOOTER, HARRIETT, Denny Bottom, Speldhurst, Kent. Jan 31. Cripps & Son, Tunbridge Wells

SMITHER, HENRY, Milton next Gravesend, Printer. Jan 31. Cook, Milton next Gravesend

TOVE, ALFRED, Prichett st, Birmingham. Jan 31. Blackham & Taylor, Birmingham

WESTER, GEORGE, Kirby Wiske, Yorks, Butler. Feb 1. Spry, Middlesbrough

WILLIAMS, JOHN, Kingsland, Shrewsbury, retired Cab Proprietor. Jan 31. Wade, Shrewsbury

London Gazette.—FRIDAY, JAN. 3.

ABBOTT, EMILY, Abbey st, Derby. Feb 28. J. & W. H. Sale & Mills, Derby

BAXTER, JAMES, Oxford, Hunts, Yeoman. Feb 1. Hunnybun & Sons, Huntingdon

BEESELEY, ANN, Liverpool, Plumber. March 1. Bartley & Bird, Liverpool

BLACKWELL, ANN, Hulme, Manchester. Jan 20. Weston & Co, Manchester

BRITTAIN, CECILIA, Lichfield. March 1. Coopers, Newcastle, Staffs

CLARKE, GEORGE, Emsworth, Hants, retired Hotel Proprietor. Feb 8. Ford & Son, Portsmouth

CLIFTON, JOHN, South Clifton, Clerk in Holy Orders. Feb 28. Froeth & Co, Nottingham

DAVIES, JANE ATWOOD, Hagley rd, Birmingham. March 15. Johnson & Co, Birmingham

DOWSE, EDWARD THISTLEWOOD, Sempringham House, Lincs, Farmer. Feb 10. Smith & Co, Horbling and Donnington

DUNCALF, GEORGE PYATT, Upton, nr Macclesfield, Insurance Agent. Feb 14. Barclay & Taylor, Macclesfield

ELLIS, JOHN, Leamington, Cordwainer. Feb 1. Wright & Hassall, Leamington

FARNHAM, GEORGE, Tunnel sq, Rotherhithe, Timber Merchant. Feb 4. Richardson, Tunbridge Wells

GOULD, GERARD, South st, Park lane, Esq. Feb 10. Freshfields & Williams, Bank bldgs

GOULD, HENRY OSBORNE, South st, Park lane, Lieut. Col. in H. M. Army. Feb 10. Freshfields & Williams, Bank bldgs

GOULD LOUIS EUGENE, South st, Park lane, Esq. Feb 10. Freshfields & Williams, Bank bldgs

GOULD, MARY MARGARET MONROGH, South st, Park lane. Feb 10. Freshfields & Williams, Bank bldgs

GREVE, FREDERICA, Folkestone. Feb 12. Burch & Co, Spring grls

GRIFFITH, GEORGE AUGUSTUS, Lyndhurst rd, Peckham, formerly Undertaker. Jan 31. Belfrage & Co, John st, Bedford row

GRILLLET, SYLVIE, Cogna, Canton of Clairvaux, France. Feb 14. Samuel, Old Broad st

HANCOCK, HARRIET, Worksop, Notts. Jan 22. J S & C A Whall, Worksop

HARRIS, THOMAS NOEL, Gloucester pl, Hyde Park, Esq. Feb 22. Jull & Godfrey, Queen Anne's gate, Westminster

HOLLAND, SARAH, Horsham, Sussex. Feb 1. M & Lwin & Co, Horsham

HOOE, JOHN, Newton, Dalton, Lancs, Farmer. Jan 20. Butler, Broughton in Furness

HUDDLESTON, WILLIAM, Holme, upon Spalding Moor, Yorks, Farmer. Feb 14. Burland & Macturk, South Cave, R.S.O.

KILNER, REV JOHN, Ella rd, Crouch hill, Hornsey, Doctor of Divinity. Feb 3. Wells, Fenchurch row

KYRIE, JOHN MACKENZIE, Toxteth Park, nr Liverpool, Gent. Feb 8. Radcliffe & Smith, Liverpool

LEON, PHILIP LUCAS, Alexandria, Egypt, Manager of the Bank of Egypt. March 1. Simpson & Cullingford, Gracechurch st

MALET, THOMAS ST LO, Upper Norwood, Surrey, Captain in the Militia. March 31. Few & Co, Surrey st, Strand

MCCABE, THOMAS, Bootle cum Linacre, Lancs, Baker. March 1. Madden & Co, Liverpool

NUNN, SELINA MARIA, Hampton Wick, Surrey. Feb 7. Kempson, Farnham and Aldershot

PHILPOT, ROBERT, Bradford, Gold Fish Dealer. Feb 1. Boarder, Bradford

RAM, GEORGE STOPFORD, Bournemouth, Clerk in Holy Orders. Feb 13. Gedge & Co, Old Palace yard, Westminster

RICHARDSON, JOHN, Skipton in Craven, Yorks, Saddler. Feb 3. Brown & Blashfield, Skipton

RICHARDSON, WILLIAM, Hayton, Lancs, Farmer. Jan 23. Grace & Smith, Liverpool

THOMSON, JOHN DUFFIN, Westgate on Sea, Kent. Feb 5. Ward & Co, Nicholas lane

VEAST, SARAH HULBERT. Feb 18. Parrier & Son, Circus pl, Finsbury circus

VINCENT, SPENCAR, Inner Temple, Esq. Feb 13. Shephards, Finsbury circus

WADHAMS, JOSEPH, Erdington, Warwick, Gent. Feb 13. Clarke & Co, Birmingham

WOOD, MARTHA, Fairfield, nr Liverpool. Feb 20. Mason & Grierson, Liverpool

WOOLLEY, HAROLD, Manchester, Pharmaceutical Chemist. Jan 31. Gartside, Manchester

WORTHINGTON, ANNE, Derby. Feb 28. Sale & Mills, Derby

London Gazette.—TUESDAY, JAN. 7.

BIANCHI, ROBERT, Blackfriars rd. Feb 17. Close & Co, Gt Marlborough st

BOYD, JOHN PRINGLE, Union ct, Old Broad st, Merchant. Feb 28. Greig, Abingdon st, Westminster

DAVIES, RICHARD, Eglwysilan, Glam, retired Publican. Feb 2. Llswellin, Newport, Mon

EALE, ELIZABETH, Buxton, Derby. Feb 3. Brown & Co, Buxton

FRETHAM, THOMAS OLIVER, Arundel grns, Notting hill, Esq. March 15. Burrows & Co, Sackville street

GUY, JOHN, Kemp Town, Sussex, Builder. Feb 17. Livesay & Co, Brighton

LANE, THOMAS LUDFORD, Redminster, Bristol, Gent. Feb 20. Heaven, Bristol

MATTHEW, JAMES, York terr, Regent's park. March 4. Bartlett & Co, Cannon st

MCINTYRE, JENAS JOHN, Brick ct, Temple, Counsel and Judge of County Courts. March 23. Smiles & Co, Bedford row

MCLILLAN, HARRIET, Chester. Feb 20. Moss & Sharpe, Chester

PETERS, WILLIAM, Lordship rd, Stoke Newington, Gent. Feb 20. Pettiver, College hill

PHILP, JOHN SAMUEL, Warren st, Fitzroy sq, Music Smith. Feb 13. Pearce & Sons, S. Giltspur st

PILLERS, MARY WELCHMAN, Montpelier, Bristol. March 15. Pillers, Bristol

POWELL, TOM, Thornecombe, Dorset, Farmer. Jan 25. Clarke & Lukin, Chard, Somerset

PRESTON, ALICE, Chorley. Jan 24. Morris, Chorley

REIDMAN, ROBERT, Chichester rd, Paddington, retired Carpenter. Feb 13. Biley, Temple chambers, Temple avenue

MOTTERSHALL, HANNAH, Cornbrook, nr Manchester, Manufacturer Jan 17 at 230 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 OWEN, PHILIP, Skewen, nr Neath, Boat Dealer Jan 17 at 12 Off Rec, 97, Oxford st, Swansea
 PARR, ELLEN, Nottingham, out of business Jan 18 at 12 Off Rec, St Peter's Church wk, Nottingham
 PAVEY, CHARLES, Hillfarrence, Somerset, Hawker Jan 18 at 11 Off Rec, 58, Hammet st, Taunton
 PEARSON, EDWIN ALLEN, Northcote rd, Battersea, Provision Dealer Jan 17 at 3 119, Victoria st, Westminster
 PEARSON, WILLIAM, Liverpool, Financier Jan 23 at 2 Off Rec, 85, Victoria st, Liverpool
 RACOLIFFE, RICHARD HUGGINS, Alnsdale, nr Southport, Gent Jan 23 at 3 Off Rec, 35, Victoria st, Liverpool
 RUCKITT, THOMAS, Southampton, Baker Jan 17 at 11 Off Rec, 4, East st, Southampton
 ROBINSON, FREDERICK, Aston juxta Birmingham, Journeyman Grinder Jan 21 at 11 25, Colmore row, Birmingham
 STUART, FRANK, Sheffield, Carriage Builder Jan 21 at 10.30 Off Rec, Figtree lane, Sheffield
 TODD, WILLIAM GRANGE, Shipley, nr Bradford, Asbestos Merchant Jan 21 at 12 35, Carey st, Lincoln's inn
 UYTON, JOSEPH PARKER, Bartholomew rd, Kentish Town, Provision Merchant Jan 23 at 12 35, Carey st, Lincoln's inn
 VAN PRAAGH, JACOB, Jermyn st, Haymarket, Diamond Merchant Jan 21 at 11 Bankruptcy bldg, Lincoln's inn
 VICKERSTAFF, WILLIAM, jun, Ratcliffe on Trent, Notts, Baker Jan 21 at 11 Off Rec, St Peter's Church walk, Nottingham
 WATTS, J. HUNTER, Seething lane, Colour Manufacturer Jan 23 at 11 Bankruptcy bldg, Lincoln's inn
 WILSON, WILLIAM CAMM, and BENJAMIN BREKLEY BOOTH, Norton Woodcates, Derbyshire, Builders Jan 21 at 11 Off Rec, Figtree lane, Sheffield
 WOOLSCROFT, JESSE, Liverpool, Sugar Dealer Jan 21 at 2 Off Rec, 35, Victoria st, Liverpool
 WYMER, WILLIAM, Aldersgate st, Cook Jan 23 at 2.30 35, Carey st, Lincoln's inn
 WYVILL, ARTHUR JOHN, Nottingham, Wine Merchant Jan 21 at 12 Off Rec, St Peter's Church walk, Nottingham

ADJUDICATIONS.

BAMBUY, JOHN, Pinhoe, Devon, Butcher Exeter Pet Jan 6 Ord Jan 8
 BEARDSLEY, AMOS, Ilkeston, Derbyshire, Grocer Pet Jan 6 Ord Jan 8
 BENTLEY, SAMUEL, Leeds, Wholesale Warehouseman Leeds Pet Nov 25 Ord Jan 7
 BRAY, HENRY, Horwich, Lancs, Fish Salesman Bolton Pet Jan 6 Ord Jan 8
 BRIDGE, JOHN, Halifax, Butcher Halifax Pet Jan 4 Ord Jan 6
 BRINE, WILLIAM ERNEST, Lambeth walk, Baker High Court Pet Jan 7 Ord Jan 7
 CLEGG, THOMAS BENJAMIN, Leeds, Mungo Manufacturer Dewsbury Pet Dec 13 Ord Jan 6
 COBB, ELIJAH, Walberswick, Suffolk, Fishing Boat Owner Gt Yarmouth Pet Jan 8 Ord Jan 8
 CRAVEN, JOHN JOSEPH, Barrow in Furness, Piano Maker Barrow in Furness Pet Jan 1 Ord Jan 4
 DORE, THOMAS JOSEPH, Gorleston, Suffolk, late Smackowner Gt Yarmouth Pet Jan 7 Ord Jan 7
 GIFFORD, WALTER G, late Stanhope grds, Queen's gate, late Officer in H.M. Army High Court Pet Nov 21 Ord Jan 6
 GRIFFITHS, E.D., address unknown, Acting Manager to a Theatrical Company High Court Pet Dec 7 Ord Jan 7
 GUOENHEIM, WILLIAM, Harrow rd, Clerk High Court Pet Jan 6 Ord Jan 6
 HART, THOMAS, Gt Malvern, Worcs, General Draper Worcester Pet Jan 7 Ord Jan 7
 HAYWOOD, FRANCES, Falmouth, General Dealer Truro Pet Jan 8 Ord Jan 8
 HOWLETT, WALKER, Hill st, Peckham, Surgeon's Assistant High Court Pet Jan 6 Ord Jan 6
 IVETT, JOHN HENRY, Bedford, Journeyman Fishmonger Bedford Pet Jan 8 Ord Jan 8
 LEECH, GEORGE, Derby, Accountant Derby Pet Jan 8 Ord Jan 8
 MANN, CHARLES, the younger, Chaddeley, Corbett, Worcs, Market Gardener Kidderminster Pet Jan 4 Ord Jan 4
 MANNING, ELIZABETH, Caistor, next Great Yarmouth, late Fishing Boat Owner Gt Yarmouth Pet Jan 7 Ord Jan 7
 MARSDEN, TOM, Wyke, Bradford, Manufacturing Chemist Bradford Pet Jan 3 Ord Jan 3
 MOTTERSHALL, HANNAH, Cornbrook, nr Manchester, Manufacturer Salford Pet Dec 31 Ord Jan 8
 MURRAY, JOHN, Leeds, Fish Dealer Leeds Pet Jan 7 Ord Jan 7
 NATHAN, MARK J., Waterloo rd, Furrer High Court Pet Jan 8 Ord Jan 8
 NORMAN, ROBERT, Lowestoft, Fishing Boat Owner Gt Yarmouth Pet Jan 8 Ord Jan 8
 ORAM, FREDERICK, Ashwick, Somerset, Carpenter Wells Pet Dec 23 Ord Jan 7
 OWEN, RICHARD, Llanfarcheth, Anglesey, Chemist Bangor Pet Dec 23 Ord Jan 6
 PALMER, WILLIAM THOMAS, Gt Yarmouth, Outfitter Gt Yarmouth Pet Jan 8 Ord Jan 8
 PARRY, HENRY, Capel Curig, Carnarvonshire, Grocer Bangor Pet Dec 31 Ord Jan 6
 PAVEY, CHARLES, Hillfarrence, Somerset, Hawker Taunton Pet Jan 3 Ord Jan 3
 PYMAN, EDGAR BAILEY, North Dones, Gt Yarmouth,

Pawnbroker's Assistant Gt Yarmouth Pet Jan 1 Ord Jan 6
 RAYMENT, ALFRED, Church st, Camberwell, Fishmonger High Court Pet Jan 8 Ord Jan 8
 READERS, ROBERT, Babwith, Howden, Yorks, late Jankeper Kingston upon Hull Pet Jan 7 Ord Jan 7
 ROBERTS, RICHARD RODRICK, Llanberis, Carnarvonshire, Grocer Bangor Pet Jan 6 Ord Jan 6
 ROE, WILLIAM SLEATH, Market Harborough, Brush-maker Leicester Pet Dec 14 Ord Jan 8
 ROOKE, WILLIAM HENRY, King'swood, Glos, Boot Manufacturer Bristol Pet Jan 6 Ord Jan 8
 SHALDERS, WALTER ARTHUR, Gt Yarmouth, Baker Gt Yarmouth Pet Jan 6 Ord Jan 6
 SIMPSON, JOHN JACKSON, Blackburn, Shop Manager Blackburn Pet Dec 17 Ord Jan 6
 TAYLOR, ROLAND, Swansea, Mason Swansea Pet Jan 6 Ord Jan 6
 WHITEHEAD, B., Mark lane, Merchant High Court Pet Nov 21 Ord Jan 7
 WILLIAMS, OWEN, Meost Bridge, Anglesey, Builder Bangor Pet Jan 6 Ord Jan 6

The following amended notice is substituted for that published in the London Gazette of Jan. 3.

BARNLEY, BAREILLAL, West Bromwich, Haulier West Bromwich Pet Dec 28 Ord Jan 1

London Gazette.—TUESDAY, Jan. 14.

RECEIVING ORDERS.

ARKWRIGHT, WILLIAM THOMAS, Blackburn, Stonemason Blackburn Pet Jan 10 Ord Jan 10
 AUSTEN, THOMAS CALTON, Pluckley, Kent, Farmer Canterbury Pet Dec 30 Ord Jan 10
 BAKER, ALFRED, Hertford rd, Lower Edmonton, formerly Farmer Edmonton Pet Jan 10 Ord Jan 10
 BASTOW, LIONEL CHARLES, Newark upon Trent, formerly Brewer Nottingham Pet Jan 10 Ord Jan 10
 BENTLEY, RICHARD, Blackley, Lancs, Wheelwright Manchester Pet Jan 9 Ord Jan 10
 BETTINGTON, WILLIAM THOMAS, Lewisham High rd, Deptford, Chemist Greenwich Pet Jan 10 Ord Jan 10
 BURFORD, WILLIAM, Gt Grimsby, Fisherman Gt Grimsby Pet Jan 9 Ord Jan 9
 CALLENDER, JAMES WILLIAM, Landport, Grocer Portsmouth Pet Jan 7 Ord Jan 7
 DAVIES, JOSEPH, Ferndale, Glam, Builder Pontypridd Pet Jan 8 Ord Jan 8
 DUCKWORTH, WALTER HINDLE, Blackburn, Timber Merchant Blackburn Pet Jan 11 Ord Jan 11
 EADE, ELIZABETH, Hadleigh, Suffolk, Licensed Victualler Ipswich Pet Jan 7 Ord Jan 7
 ELLIS, MARY AMELIA, Low Harrogate, Lodging-house Keeper York Pet Jan 11 Ord Jan 11
 GOLDING, JOHN PORCH, Handsworth, nr Birmingham, Gent Birmingham Ord Jan 9
 GREEN, MARY LOUISA, Edgbaston, Warwick, Dairy Produce Saleswoman Birmingham Pet Jan 11 Ord Jan 11
 GREWCOCK, JAMES, Blaby, Leics, out of business Leicester Pet Jan 11 Ord Jan 11
 GRIFFITHS, HENRY EDWARD JOHN, Armley, nr Leeds, out of business Leeds Pet Jan 9 Ord Jan 9
 HART, JAMES, Gravesend, Musical Instrument Dealer Rochester Pet Jan 11 Ord Jan 11
 HAYNES, HENRY CRANE, Brackley, Northampton, Mineral Water Manufacturer Banbury Pet Jan 9 Ord Jan 9
 HEADLEY, ARTHUR WILLIAM MORRIS, Cheltenham, late Captain in the Army Cheltenham Pet Dec 12 Ord Jan 3
 JERVEY, CHARLES ST. VINCENT, Bury st, St James's, no occupation High Court Pet Jan 9 Ord Jan 9
 JOHNSTON, JAMES, Leeds, Joiner Leeds Pet Jan 11 Ord Jan 11
 JONES, GEORGE, Basingsstoke, Hants, Clerk in Holy Orders Winchester Pet Jan 11 Ord Jan 11
 LEAH, JAMES, Heaton Norris, Lancs, Common Carrier Stockport Pet Jan 10 Ord Jan 10
 LEGGETT, ORLANDO, Ipswich, Mouse Trap Manufacturer Ipswich Pet Jan 4 Ord Jan 4
 LINDSELL & GIFFARD, Gresham bldgs, Basinghall st, Surveyors High Court Pet Nov 7 Ord Jan 11
 LONG, JOHN BASTON, Winchester, Grocer's Manager Winchester Pet Jan 11 Ord Jan 11
 LUPONE, JOSEPH, Lamb's Conduit st, Holborn, Italian Warehouseman High Court Pet Jan 6 Ord Jan 11
 MESSAGE, STEPHEN, Hastings, Brickmaker Lewes and Eastbourne Pet Dec 3 Ord Jan 9
 MOO ET, JOHN, Leeds, formerly Clerk in the Leeds Lough Engineer's Office Leeds Pet Jan 9 Ord Jan 9
 MOORE, JOHN, Sheffield, Fruit Merchant Sheffield Pet Dec 13 Ord Jan 9
 MORRIS, FREDERICK ERNEST, Bolton, Private Tutor Bolton Pet Jan 9 Ord Jan 9
 NORDENFELD, THORSTEN, Victoria mansions, Victoria st, Civil Engineer High Court Pet Jan 10 Ord Jan 10
 OLDFIELD, WILLIAM, and JAMES BROOK, Leeds, Printers Leeds Pet Jan 11 Ord Jan 11
 PARRY, HENRY, Liverpool, Master Mariner Liverpool Pet Jan 10 Ord Jan 10
 PRIESTLEY, JAMES, Halifax, Machine Dealer Halifax Pet Jan 10 Ord Jan 10
 QUINN, THOMAS, Cadogan sq, Chelsea, Builder Wandsworth Pet Dec 7 Ord Jan 9
 REMINGTON, SAMUEL LINDSAY MOOR, North End rd, West Kensington, Retired Major High Court Pet Jan 9 Ord Jan 9
 ROOKE, WILLIAM FREDERICK, Kingston on Thames, Timber Merchant Kingston Pet Nov 30 Ord Jan 10

SMITH, FREDERICK, Plaistow, Essex, Builder High Court Pet Dec 14 Ord Jan 9
 STEERS, JAMES, Doncaster, Builder Sheffield Pet Dec 10 Ord Jan 9
 SUTHERLAND, JOHN EDWARD, Akroydon, Halifax, Waste Dealer Halifax Pet Jan 10 Ord Jan 10
 WAKEFIELD, WILLIAM, Fiskestone, General Carrier Canterbury Pet Jan 10 Ord Jan 10
 The following amended notice is substituted for that published in the London Gazette of Dec 31.
 WOOD, FELIX, Surbiton, Surrey, Cycle Dealer: Kingston Pet Dec 9 Ord Dec 23

FIRST MEETINGS.

APPLETON, HENRY, Coborn st, Bow, Provision Dealer Jan 31 at 12 35, Carey st, Lincoln's inn fields
 BALE, JOHN SNOW MANLEY, Upper Tooting, Surrey, formerly Draper's Assistant Jan 21 at 3 119, Victoria st, Westminster
 BARBER, C. MONTAGUE, Wimbledon, Surrey, Captain Jan 21 at 12 16 Room, 30 and 31, St Swithin's lane
 BEARDSLEY, AMOS, Ilkeston, Derbyshire, Grocer Jan 21 at 3 Flying Horse Hotel, Nottingham
 BEAVAN, EDWIN, Hay, Brecon, Tailor Jan 31 at 10 2, Offa st, Hereford
 BENTLEY, RICHARD, Blackley, Lancs, Wheelwright Jan 21 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 BOWRING, WALTER, Wolverhampton, Grocer Jan 28 at 11.30 Off Rec, St Peter's close, Wolverhampton
 BRADFORD, ARTHUR LORD, and HUGH FRANCIS SHARPE, Bournemouth, Grocers Jan 23 at 12.45 Inns of Court Hotel, High Holborn
 CALLENDER, JAMES WILLIAM, Landport, Hants, Grocer Jan 27 at 3.30 126, Queen st, Portsmouth
 CALLENDER, WILLIAM, Warwick, Cabinet Maker Jan 11 at 11 Off Rec, 17, Hertford st, Coventry
 COBB, ELIJAH, Walberswick, Suffolk, Fishing Boat Owner Jan 23 at 2.45 Suffolk Hotel, Lowestoft
 COOK, THEODORE, late Pierpoint rd, Acton, Retired Captain Jan 21 at 11 No 16 Room, 30 and 31, St Swithin's lane
 DAVIES, THOMAS, Ferndale, Glam, Grocer Jan 23 at 12 Off Rec, Merthyr Tydfil
 DEAN, JOHN, and JAMES ABERNALL BRANCKER, Liverpool, Coal Merchants Jan 24 at 12 Off Rec, 35, Victoria st, Liverpool
 DEWELL, WILLIAM, Bromley, Kent, Builder Jan 23 at 3 119, Victoria st, Westminster
 DORE, THOMAS JOSEPH, Gorleston, Suffolk, late Smack Owner Jan 25 at 11.30 Off Rec, 8, King st, Norwich
 EADE, ELIZABETH, Hadleigh, Suffolk, Licensed Victualler Jan 21 at 11.30 Off Rec, Ipswich
 ELLIS, MARY AMELIA, Low Harrogate, Lodging House Keeper Jan 25 at 11 Off Rec, York
 GRIFFITHS, E.D., address unknown, Acting Manager to a Theatrical Company Jan 29 at 12 35, Carey st, Lincoln's inn fields
 HAMILTON, CHARLES, New st, Bishopsgate st, Commercial Clerk Jan 23 at 11 35, Carey st, Lincoln's inn fields
 HAYWOOD, FRANCES, Falmouth, General Dealer Jan 23 at 12.30 Off Rec, Bocawen st, Truro
 HOLLAND, EDWIN, New Bond st, Teacher of Singing Jan 23 at 2.30 35, Carey st, Lincoln's inn fields
 JERVEY, SCOTT, Newport, Barnstaple, Devon, Gent Jan 21 at 11 Off Rec, 58, Hammet st, Taunton
 JONES, WILLIAM ABBOTT, Bangor, Carnarvonshire, Cabinet Maker Jan 23 at 2.30 Off Rec, Crypt Chambers, Chester
 LEGGETT, ORLANDO, Ipswich, Mouse Trap Manufacturer Jan 21 at 11 Off Rec, Ipswich
 LONG, WALTER BERNARD, late St Alban's crescent, Cranbrook Pk, Wood Green, Stock Jobber Jan 24 at 2.30 35, Carey st, Lincoln's inn
 MANN, CHARLES, the younger, Chaddeley Corbett, Worcs, Market Gardener Jan 21 at 12.45 Miller Corbet, Kidderminster
 MARSHALL, JOHN CORBETT, Kingston on Thames, Grocer Jan 23 at 11 Cannon st Hotel
 MONSON, HENRY JOHN, Hogarth rd, Earl's Ct Jan 23 at 11 Bankruptcy bldg, Lincoln's inn
 NORMAN, ROBERT, Lowestoft, Fishing Boat Owner Jan 23 at 3 Suffolk Hotel, Lowestoft
 PALMER, WILLIAM THOMAS, Gt Yarmouth, Outfitter Jan 25 at 12 Off Rec, 8, King st, Norwich
 PATTIN, RICHARD, Little James st, Gray's inn rd, Law Stationer Jan 23 at 2.30 35, Carey st, Lincoln's inn
 PREEKS, FRANK HALLITT, Kidderminster, Draper Jan 21 at 12.30 Miller Corbet, Kidderminster
 PHILLIPS, ALBANY, Treforest, Glam, Grocer Jan 23 at 3 Off Rec, Merthyr Tydfil
 PRIESTLEY, JAMES, Halifax, Machine Dealer Jan 22 at 3.30 Off Rec, Halifax
 RAWSON, JONAS, Client, Worcester, National School Master Jan 29 at 2.30 Thomas Wall, Solicitor, Stourbridge
 ROOKE, WILLIAM HENRY, Kingswood, Glos, Boot Manufacturer Jan 27 at 3 Bridge House Hotel, London bridge
 SHALDERS, WALTER ARTHUR, Gt Yarmouth, Baker Jan 25 at 11 Off Rec, 8, King st, Norwich
 STAL, MOSES, Bethnal green rd, Boot Manufacturer Jan 23 at 12 Bankruptcy bldg, Lincoln's inn
 SUTHERLAND, JOHN EDWARD, Akroydon, Halifax, Waste Dealer Jan 23 at 3 Off Rec, Halifax
 SWEETING, MICHAEL, Ferrybridge, Lincs, Licensed Victualler Jan 21 at 11 Off Rec, 3, Haven st, Gt Grimsby
 TAYLOR, ROWLAND SWANSE, Mason Jan 21 at 12 Off Rec, 8, King st, Swansea
 THORNTON, HARRY, Seven Sisters rd, Tottenham, Joiner Jan 22 at 11 No 16 Room, 30 and 31, St Swithin's lane
 TREVELLICK, HARRY GRUENLIER, Agincourt rd,

Hampstead, Gent Jan 29 at 11 33, Carey st, Lincoln's Inn
 WEST JOHN THOMAS, Louth, Lines, Grocer Jan 21 at 11 30 Off Rec, Haven st, St Grimsby
 WIGLEY, JOHN BETTS, Nottingham, Furniture Dealer Jan 21 at 11 Off Rec, St Peter's Church walk, Nottingham
 WILLIAMS, FRED, Leicester, Hack Master Jan 21 at 12 30 Off Rec, 24, Friar lane, Leicester
 WINSON, THOMAS, Rattlesden, Suffolk, Miller Jan 21 at 12 Off Rec, Ipswich

ADJUDICATIONS.

ASHE, F. Carnaby st, Soho, Oil Man High Court Pet Dec 13 Ord Jan 10
 BAKER, ALFRED, Hertford rd, Lower Edmont'n, formerly Farmer Edmont'n Pet Jan 10 Ord Jan 10
 BENTLEY, RICHARD, Blackley, Lancs, Wheelwright Manchester Pet Jan 9 Ord Jan 11
 BENZON, E. Jernyn st, St James's, Gent High Court Pet Oct 1 Ord Jan 10
 BETTINGTON, WILLIAM THOMAS, Lewisham High rd, Deptford, Chemist Greenwich Pet Jan 10 Ord Jan 10
 BOWING, WALTER, Wolverhampton, Grocer Wolverhampton Pet Jan 7 Ord Jan 10
 BOTLE, WILLIAM, Merthyr Tydfil, Draper Merthyr Tydfil Pet Dec 13 Ord Jan 10
 BRANSTON, FREDERICK ROBERT EDWARD, Crooked lane, Engineer's Millwright High Court Pet Dec 3 Ord Jan 10
 BURFORD, WILLIAM, Gt Grimsby, Fisherman Gt Grimsby Pet Jan 9 Ord Jan 9
 CALLENDER, JAMES WILLIAM, Landport, Hants, Grocer Portsmouth Pet Jan 7 Ord Jan 7
 CLOUGH, JAMES, Pike Hill, nr Burnley, Farmer Burnley Pet Dec 14 Ord Jan 11
 DARTNALL, THOMAS, Norbiton, Surrey, Butcher Kingston Pet Dec 18 Ord Jan 11
 DEAN, JOHN, and JAMES ASPINALL BRANCKER, Liverpool, Coal Merchants Liverpool Pet Jan 3 Ord Jan 11
 DEWELL, WILLIAM, Bromley, Kent, Builder Croydon Pet Dec 31 Ord Jan 7
 EADE, ELIZABETH, Hadleigh, Suffolk, Licensed Victualler Ipswich Pet Dec 24 Ord Jan 7
 ELLIS, MARY AMELIA, Low Harrogate, Lodging House Keeper York Pet Jan 11 Ord Jan 11
 FALCKE, MONTAGUE, Warfield, ct, Stockbroker High Court Pet Dec 5 Ord Jan 10
 FYER, JAMES, St Stephen's chmbrs, Telegraph st, Stockbroker High Court Pet Oct 18 Ord Jan 10
 GAREY, HENRY, Liverpool, Master Mariner Liverpool Pet Jan 10 Ord Jan 10
 GIBBY, WILLIAM HENRY, Pembroke Dock, Haulier Pembroke Dock Pet Dec 11 Ord Jan 8
 GRANTHORPE, JOSEPH, and SAMUEL WALTON, Isle of Manchester, Managers in the employ of a Limited Company Manchester Pet Dec 13 Ord Jan 10
 GREWCOCK, JAMES, Babby, out of business Leicester Pet Jan 11 Ord Jan 11
 GRIFFITHS, HENRY EDWARD JOHN, Armley, Leeds, out of business Leeds Pet Jan 9 Ord Jan 9
 GUNTER, WILLIAM, Colchester, Clerk in Holy Orders Colchester Pet Dec 12 Ord Jan 7
 HANFEE, WALTER JOHN TREVETT, Morice Town, Devonport, Saddler East Stonehouse Pet Nov 28 Ord Dec 20
 HART, JAMES, Gravesend, Musical Instrument Dealer Rochester Pet Jan 11 Ord Jan 11
 HAYNES, HENRY CRANE, Brackley, Northamptonshire, Mineral Water Manufacturer Banbury Pet Jan 9 Ord Jan 9
 HEATERS, RICHARD JOHN, Castle st, Long acre, Licensed Victualler High Court Pet Nov 12 Ord Jan 10
 JEVIS, CHARLES ST VINCENT, Bury st, St James's, of no occupation High Court Pet Jan 9 Ord Jan 9
 JEVIS, SCOTT, Newport, Barnstaple, Devon, Gent Barnstaple Pet Oct 18 Ord Jan 10
 JOHNSON, JAMES, Leeds, Joiner Leeds Pet Jan 11 Ord Jan 11
 LANCASTER, THOMAS, Leeds, Clothier Leeds Pet Jan 7 Ord Jan 10
 LEAH, JAMES, Heaton Norris, Lancs, Common Carrier Stockport Pet Jan 9 Ord Jan 10

LEGGETT, ORLANDO, Ipswich, Mouse Trap Manufacturer Ipswich Pet Jan 4 Ord Jan 4
 LESTER HENRY, Bow lane, General Merchant High Court Pet Dec 9 Ord Jan 9
 LONG, WALTER BERNARD, late St Alban's cross, Cranbrook pk, Wood Green, Stockjobber High Court Pet Dec 3 Ord Jan 10
 MAILES, WALTER, Caddington, Herts, Carpenter Luton Pet Jan 6 Ord Jan 9
 MITCHELL, JOHN CHARLES, Hertford rd, Lower Edmont'n, Butcher High Court Pet Dec 9 Ord Jan 9
 MOONEY, JOHN, Leeds, late Clerk in the Leeds Borough Engineer's Office Leeds Pet Jan 9 Ord Jan 9
 MORRIS, FREDERICK ERNEST, Bolton, Private Tutor Bolton Pet Jan 9 Ord Jan 10
 OLDFIELD, WILLIAM, and JAMES BROOK, Leeds, Printers Leeds Pet Jan 11 Ord Jan 11
 PRIESTLEY, JAMES, Halifax, Machine Dealer Halifax Pet Jan 10 Ord Jan 10
 REMINGTON, SAMUEL LINDSAY MOOR, North End rd, West Kensington, Retired Major in the Army High Court Pet Jan 9 Ord Jan 9
 ROBERT, THOMAS, Flint st, Walworth, Sawdust Contractor High Court Pet Nov 11 Ord Jan 10
 SYMES, JOHN JAMES, High st, Camden Town, Provision Merchant High Court Pet Dec 31 Ord Jan 9
 WAKEFIELD, WILLIAM, Folkestone, General Carrier Canterbury Pet Jan 9 Ord Jan 10
 WALL, JOHN, Fairfield, Addingham, Yorks, Farmer Bradford Pet Dec 4 Ord Jan 9
 WIGLEY, JOHN BETTS, Nottingham, Furniture Dealer Nottingham Pet Jan 7 Ord Jan 7
 YOUTEN, WILLIAM, Finsbury sq, Architect High Court Pet June 4 Ord Jan 9

The following amended notice is substituted for that published in the London Gazette of Jan. 7.

WOOD, FELIX, Surbiton, Surrey, Cycle Dealer Kingston, Surrey Pet Dec 9 Ord Dec 31

ADJUDICATION ANNULLLED.

ASHBY, FRANCIS HENRY, Anerley, Surrey, Coal Merchant Croydon Adjud Feb 15 Annual Dec 5

MR. INDERMAUR (assisted by Mr. THWAITES) continues to Read with Students at his Chambers, 22, Chancery-lane, London. Particulars, personally or by letter; see also dates of classes, &c., in each month's "Law Students' Journal." Classes for each Solicitors' Final and Intermediate and Bar Final Examinations, and Pupils also received for Private and Postal Preparation.

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